

## **AGREEMENT**

### **Water Supply Agreement Between the City of Lacey and Public Utility District No.1 of Thurston County For the Use of Emergency Water System Interties**

THIS AGREEMENT is made and entered into this 14 day of December, 2025 by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter referred to as "Lacey," and the Public Utility District No.1 of Thurston County, a municipal corporation of the State of Washington, hereinafter referred to as "PUD", collectively hereinafter referred to as the "Parties" and individually as "Party".

WHEREAS, the Parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS the purpose of this Agreement between the Parties is to provide for immediate assistance and coordinated interconnection of the respective potable water system of each purveyor with the other to maintain levels of service during temporary periods of water supply emergency; and

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW, WAC 246-290-131 and WAC 246-290-132; and

WHEREAS, Lacey provides wholesale water to the PUD under Intergovernmental Agreements for the Sale of Water through nonemergency interties not covered by this Agreement, and

WHEREAS, the Parties recognize entering into this emergency intertie agreement does not provide a guarantee of water resource availability, and

WHEREAS, this Agreement is consistent with the North Thurston County Coordinated Water System Plan;

NOW, THEREFORE, the parties agree to this Agreement as follows:

#### **I. SPECIFIC CONDITIONS**

- A.** Each signatory to this Agreement agrees that for purposes of this Agreement a water supply emergency is defined as an emergency resulting from a major water line break, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or any other mutually agreed upon emergency affecting the water supply system.

- B. The Parties agree in the event that either Party requests potable water service to address a water supply emergency as defined in item I(A) above to provide potable water service to the other Party if the supplying Party has the capacity to do so. Neither agency is obligated under this Agreement to provide potable water service to the other in all circumstances.
- C. Water may be provided to the other Party following a mutually agreed to water supply emergency by the Party whenever water is requested and available, but the water use will never exceed water rights (unless permitted by law or by the Department of Ecology), taking into consideration water stored in reservoirs. Washington Department of Health requirements for minimum water storage and minimum water line pressures will also be maintained (unless permitted by law or the Department of Health).
- D. Each purveyor under this Agreement shall make a good faith effort to estimate the total volume of water provided and received during any emergency use of an intertie. There are no additional water conservation programs, data collection, water demand forecasting, and other operational matters required by this Agreement.
- E. The aforementioned potable water service shall be supplied through emergency water system interties located at the locations provided in Exhibit A. The Parties agree said interties shall be utilized only in a mutually agreed to water supply emergency unless converted by mutual agreement to a regular wholesale service.
- F. Activation of any emergency intertie for water used under this Agreement shall be coordinated and administered by the PUD and Lacey's Public Works Department. Activation of an emergency intertie may occur only after the location, duration of time, the amount of water and any other conditions deemed appropriate to apply have been mutually agreed to.
- G. No emergency intertie activation shall take place without a representative from the PUD and Lacey present at the emergency intertie location at the time of activation.
- H. If the activation of an emergency intertie lasts, or is anticipated to last, longer than two weeks, the purveyor providing water to the other Party may charge the receiving purveyor for water use at its lowest tier per unit billing rate. Consistent with I(F), the Parties will coordinate on volume estimates and work to reach mutual agreement on final volumes subject to these charges.
- I. This agreement supersedes any previous intertie agreements between the City of Lacey and the Meadows Water Company, Inc.

J. The Parties shall retain the right to deny or withdraw some or all of its resources at any time should assistance to the other Party impinge on the protection of property, health, or safety in their respective service area.

**II. INTERLOCAL ELEMENTS:**

A. Duration. This agreement shall be “on-going” until terminated by the parties as provided by paragraph II(F) of this section.

B. No separate legal entity is created by this agreement.

C. No joint organization whatsoever is created.

D. No common budget is to be established.

E. No personal or real property is to be jointly acquired.

F. This Water Supply Agreement shall be effective immediately upon signature by both parties and shall remain in effect indefinitely, unless terminated by either:

1. Unilateral written notice by one party to the other that it intends to withdraw from this Agreement, in which case the termination will be effective immediately, unless otherwise specified, or
2. Written agreement signed by both parties, in which case the termination shall be effective immediately upon signature by both parties, unless another termination date mutually agreed to by both parties is specified.

G. The Contract Administrator for the PUD shall be General Manager. The Contract Administrator for Lacey shall be the Lacey Water Resources Manager.

H. This agreement shall be recorded with the Thurston County Auditor’s Office prior to being effective, and in accordance with the requirements of RCW 39.34.040.

I. Each party shall be responsible for its own finances and for its own personal and real property.

**III. GENERAL CONDITIONS**

A. All lawsuits whatsoever in regards to this agreement shall be brought in Thurston County Superior Court. The governing law shall be laws of Washington State.

B. All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

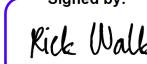
Public Utility District No.1 of Thurston County:

Thurston PUD  
Attention: John Weidenfeller, General Manager  
1230 Ruddell Road SE  
Lacey, WA 98503

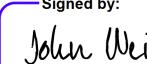
City of Lacey:

City of Lacey  
Attention: Vince McGowan, P.E., Water Resources Manager  
420 College Street SE  
Lacey, WA 98509-3400

CITY OF LACEY

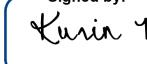
Signed by:  
By:   
Rick Walk  
22C695DFC46F4FC...  
City Manager

PUBLIC UTILITY DISTRICT NO. 1 OF  
THURSTON COUNTY

Signed by:  
By:   
John Weidenfeller  
E05802AE0E31434...  
General Manager

ATTEST:

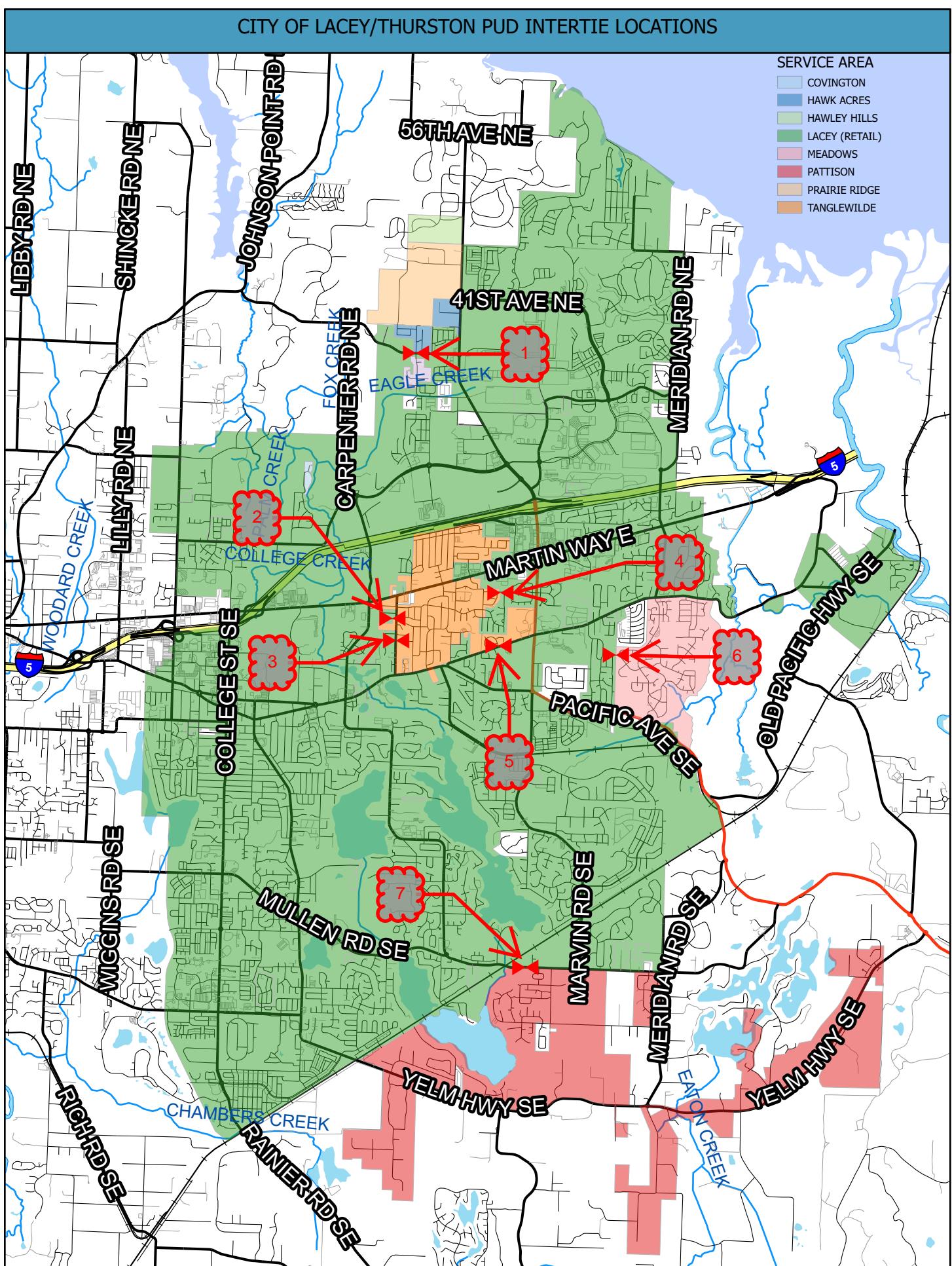
DocuSigned by:  
By:   
Elissa Fontaine  
0A8D4C422A71483...  
City Clerk

Signed by:  
By:   
Kurin Miller  
FF549AD529BD4E8...  
District Counsel

APPROVED AS TO FORM:

Signed by:  
By:   
Dave Schneider  
E60EBB47FF4C4D1...  
City Attorney

Signed by:  
By:   
Joseph Rehberger  
37A6996801B649C...  
District Counsel



## CITY OF LACEY/THURSTON PUBLIC UTILITY DISTRICT NO.1 (TPUD) INTERTIE LOCATIONS

| Intertie ID# | System Name          | Location                         | Lacey Pressure Zone (HGL) | TPUD Pressure Zone (HGL) | Mode of Operation | Metered | Facility ID |
|--------------|----------------------|----------------------------------|---------------------------|--------------------------|-------------------|---------|-------------|
| 1            | Hawks Acres (Future) | 3600 Eagle Dr NE                 | 400                       | 415                      | Isolation Valve   | TBD     | TBD         |
| 2            | Tanglewilde          | 6739 Kinwood Rd SE               | 337                       | 342                      | Isolation Valve   | No      | IV SXS02    |
| 3            | Tanglewilde          | Kinwood & 5 <sup>th</sup> Way SE | 337                       | 342                      | Isolation Valve   | No      | IV S2M02    |
| 4            | Tanglewilde          | 7935 3 <sup>rd</sup> Ave SE      | 337                       | 342                      | Isolation Valve   | No      | IV RUQ01    |
| 5            | Tanglewilde          | 926 Pamela Dr SE                 | 337                       | 342                      | Isolation Valve   | No      | IV R3Q02    |
| 6            | Meadows              | 1011 Rockcress Dr SE             | 400                       | 340                      | Isolation Valve   | No      | IV Q2V03    |
| 7            | Pattison             | 8222 Mullen Rd SE                | 337                       | 356                      | Isolation Valve   | No      | IV 3H502    |



PLEASE TYPE OR PRINT  
00168777-CIA

**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

|   |   |   |  |                             |
|---|---|---|--|-----------------------------|
| <b>SELLER<br/>GRANTOR</b>   | Name <u>SWIFT ASSET MANAGEMENT COMPANY, INC</u> | <b>BUYER<br/>GRANTEE</b>  | Name <u>PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY, a Washington public utility district</u> |                             |
|   | Mailing Address <u>P.O. BOX 8850</u>            |   | Mailing Address <u>921 Lakeridge Way SW #301</u>   |                             |
|   | City/State/Zip <u>LACEY, WA 98505</u>           |   | City/State/Zip <u>Olympia, WA 98502</u>  |                             |
|   | Phone No. (Including area code)                 |   | Phone No. (Including area code)  |                             |
| <input type="checkbox"/> Send all property tax related correspondence to <input type="checkbox"/> Same As Buyer/Grantee |   | List all real and personal property tax parcel account numbers - check box if personal property |  | Listed Assessed Value(s)    |
| Name <u>PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY</u>  |   | <u>Ptn 11934430100</u>  |  | <input type="checkbox"/> \$ |
| Mailing Address <u>921 Lakeridge Way SW #301</u>  |   | <input type="checkbox"/> \$   |  |                             |
| City/State/Zip <u>Olympia, WA 98502</u>   |   | <input type="checkbox"/> \$   |  |                             |
| Phone No. (with area code)  |   | <input type="checkbox"/> \$   |  |                             |

Street address of property : MARVIN ROAD WATER SYSTEMS OLYMPIA, WA 98516

This property is located in Thurston

Check box if any of the listed parcels are being segregated from another parcel, are Part of a boundary line adjustment or parcels being merged.

Legal description of property (If more space is needed you may attach a separate sheet to each page of the affidavit)

See Exhibit A attached hereto and made a part hereof.

|   |  |
|---|--|
| Select Land Use Code(s):<br><b>80 WATER RIGHTS ONLY</b> | List all personal property (tangible and intangible) included in selling price |
| enter any additional codes:                             |  |

|  |   |  |
|--|---|--|
| (See back of last page for instructions)   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |  |
| Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?                        | <input type="checkbox"/> <input checked="" type="checkbox"/>        | If claiming an exemption, list WAC number and reason for exemption:<br>WAC No. (Section /Subsection) |
| Is this property designated as forest land per chapter 84.33 RCW?  | <input type="checkbox"/> <input checked="" type="checkbox"/>        | Reason For Exemption   |
| Is this property classified as current use (open space, farm and agricultural or lumber) land per chapter 84.34? | <input type="checkbox"/> <input checked="" type="checkbox"/>        |  |
| Is this property receiving special valuation as historical property per chapter 84.26 RCW?                       | <input type="checkbox"/> <input checked="" type="checkbox"/>        |  |

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or lumber) land; you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW.84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local County Assessor for more information.

This land  does  does not qualify for continuance.

**DEPUTY ASSESSOR**

**DATE**

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S) to continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

**PRINT NAME**

**A MINIMUM FEE OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS**

Signature of  
Grantor or Grantor's Agent

Name (print) SWIFT ASSET MANAGEMENT COMPANY, INC

Date & city of signing: 5/30/14 Oly WT

Signature of  
Grantee or Grantee's Agent

Name (print) PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY

Date & city of signing: 5-29-14 Oly WT

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**When Recorded Return To:**

Cascadia Law Group PLLC  
Attn: Joseph A. Rehberger  
606 Columbia Street NW, Suite 212  
Olympia, Washington 98501

30 MAY '14 723729

**Thurston County Treasurer**

Real Estate Excise Tax Paid 2205.71

By Dan Deputy

**Document Title(s) (or transactions contained therein):**

Statutory Warranty Deed (Water Right)

**THURSTON COUNTY TITLE CO.**

38 M4092

**Reference Number(s) of Documents assigned or released:**

8702250060

**Grantor(s) (Last name first, then first name and initials):**

Swift Asset Management, Inc.

**Grantee(s) (Last name first, then first name and initials):**

Public Utility District No. 1 of Thurston County

**Legal description:**

Certificate of Water Right No. G2-25478C;

PTN Parcel 1 of SS-1500, within SE ¼ Sec. 34, T. 19 N., R. 1 W. W.M.

Full legal description is on pages Ex. A of document.

**Assessor's Property Tax Parcel/Account Numbers:**

PTN 11934430100

When recorded return to:

Cascadia Law Group PLLC  
Attn: Joseph A. Rehberger  
606 Columbia Street NW, Suite 212  
Olympia, WA 98501

**STATUTORY WARRANTY DEED  
(Water Right)**

GRANTOR, SWIFT ASSET MANAGEMENT, INC., a Washington corporation, sometimes d/b/a Marvin Road Water Company, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby conveys and warrants to the PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY, a Washington municipal public utility district, the following below described water right, situated in the County of Thurston, State of Washington, together with all after acquired title of the Grantor herein:

Certificate of Water Right No. G2-25478C;

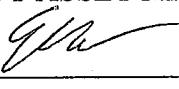
Less such quantities transferred to the City of Lacey by Quitclaim Deed dated November 20, 2006, recorded April 3, 2007 under Auditor's File No. 3915792.

Situate in the County of Thurston, State of Washington.

The original point of withdrawal being located within a portion of SE ¼ Section 34, T. 19 N., Range 1 W. W.M., and the authorized place of use being the approved water service area of the Marvin Road Water Company, as more particularly described on the attached Exhibit A and incorporated herein by this reference. Provided that under Washington law, such interest and title remains subject to final validation of the water right by a court in an adjudication. A copy of the certificate of ground water right is attached hereto as Exhibit B and incorporated herein by this reference. Grantor does not, by this instrument, convey any other interest apart from the water right described herein in the land or real property described in this instrument.

GRANTOR:

SWIFT ASSET MANAGEMENT, INC.

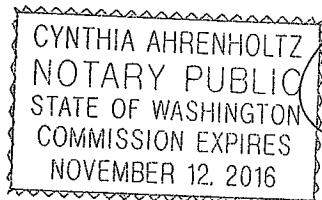
By:   
\_\_\_\_\_, its President

By: Mgr Th  
\_\_\_\_\_, its Secretary

STATE OF WASHINGTON )  
                         ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Elaine Swift Bair is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of **Swift Asset Management, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-30-14

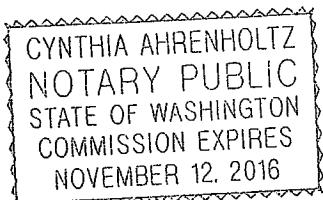


Cynthia Ahrenholtz  
Notary name printed or typed  
Notary Public in and for the State of WA  
Residing at Mercury  
My appointment expires: 11-12-16

STATE OF WASHINGTON )  
                         ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Marilyn Pretolino is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Secretary of **Swift Asset Management, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-30-14



Cynthia Ahrenholtz  
Notary name printed or typed  
Notary Public in and for the State of WA  
Residing at Mercury  
My appointment expires: 11-12-16

## EXHIBIT A

### Real Property Legal Description (Water Rights)

#### Water Right:

State of Washington Department of Ecology Certificate of Water Right No. G2-25478C.

Said water right having an original point of withdrawal (POW) located at:

SE  $\frac{1}{4}$  Section 34, T. 9 N., R. 1 W. W.M.

Situate in County of Thurston, State of Washington.

Said water right having an authorized point of withdrawal (POW) pursuant to a Showing of Compliance with RCW 90.44.100(3) located at:

SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  Section 34, T. 9 N., R. 1 W. W.M.

Situate in County of Thurston, State of Washington.

PTN of Thurston County TPN 11934430100.

Which POW is presently located at PTN of Parcel No. 1 of Short Subdivision No. SS-1500, as recorded June 13, 1980 under Auditor's File No. 1114064; EXCEPTING therefrom that portion conveyed to Thurston County by deed recorded March 8, 1997 under Auditor's File No. 3018097.

Situate in County of Thurston State of Washington.

PTN of Thurston County Tax Parcel No. 11934430100.

Said water right having an original place of use (POU) located at:

All area served by the Marvin Road Water Company within Sections 2, 3 T. 18 N., R. 1 W. W.M, and Sections 27, 34, and 35, T. 19 N., R. 1 W. W.M.

Situate in County of Thurston, State of Washington.

RCW 90.03.386 may have the effect of revising the place of use of this water right.

**EXHIBIT B**

**(Certificate of Ground Water Right No. G2-25478C)**

**(Attached)**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

Ground Water (Issued in accordance with the provisions of Chapter 283, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

| PRIORITY DATE    | APPLICATION NUMBER | PERMIT NUMBER | CERTIFICATE NUMBER |
|------------------|--------------------|---------------|--------------------|
| January 30, 1980 | G 2-25478          | G 2-25478 P   | G 2-25478 C        |

NAME  
JOHN D. SWIFT DBA MARVIN ROAD WATER COMPANY  
ADDRESS (STREET) (CITY) (STATE) (ZIP CODE)  
7115 Martin Way Olympia Washington 98503

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

**PUBLIC WATER TO BE APPROPRIATED**

|   |                            |                            |
|---|----------------------------|----------------------------|
| SOURCE<br>well  |                            |                            |
| TRIBUTARY OF (IF SURFACE WATERS)                                |                            |                            |
| MAXIMUM CUBIC FEET PER SECOND                                   | MAXIMUM GALLONS PER MINUTE | MAXIMUM ACRE-FOOT PER YEAR |
|   | 125                        | 99.5                       |
| QUANTITY, TYPE OF USE, PERIOD OF USE<br>99.5 acre-feet per year | community domestic supply  | continuously               |
| (222 homes)   |                            |                            |

**LOCATION OF DIVERSION/WITHDRAWAL**  
APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL  
1170 feet east and 230 feet north from the South Quarter corner of Section 34.

|  |               |                                    |                             |              |                    |
|--|---------------|------------------------------------|-----------------------------|--------------|--------------------|
| LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)<br>SW-SE | SECTION<br>34 | TOWNSHIP N.<br>19                  | RANGE (E. OR W. 1/2)<br>1 W | V.M.L.<br>13 | COUNTY<br>Thurston |
| RECORDED PLATTED PROPERTY                            |               |                                    |                             |              |                    |
| LOT  | BLOCK         | OF (GIVE NAME OF PLAT OR ADDITION) |                             |              |                    |

**LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED**

Area served by the Marvin Road Water Company within Sections 2, 3, T. 18 N., R. 1 W.W.M., and Sections 27, 34, and 35, T. 19 N., R. 1 W.W.M., Thurston County, Washington.

CONTRACTOR'S SIGNATURE

CONTRACTOR'S SIGNATURE

CONTRACTOR'S SIGNATURE

PROVISIONS

The access port shall be maintained at all times on the well (s).

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for misuse of water as provided in RCW 90.44.020.

Given under my hand and the seal of this office at Olympia, Washington, this 24th day of February, 1987.

Andrea Beatty Riniker, Director  
Department of Ecology

cc: *Clark Habermann*  
Clark Habermann, Regional Manager

FOR COUNTY USE ONLY



Puget Sound Energy  
P.O. Box 97034  
Bellevue, WA 98009-9734  
PSE.com

Attn: Dan Lovell  
Thuston PUD  
1230 Ruddell Road SE  
Lacey, WA 98503

Dan,

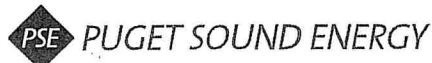
Here is a copy of the new PSE utility easement for:

Parcel: 11934410200  
Sun Cha Whiteman  
4047 Marvin RD NE  
Lacey, WA 98516

Brandon Jolliff  
Project Manager I  
Customer and System Projects Electric – Thurston County  
PUGET SOUND ENERGY  
253-293-0532  
2711 Pacific Ave SE  
Olympia, WA 98501

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department CEB  
3130 S. 38<sup>th</sup> St.  
Tacoma, WA 98409



**EASEMENT**

*COPY*

REFERENCE #:

GRANTOR (Owner): WHITEMAN

GRANTEE (PSE): PUGET SOUND ENERGY, INC.

SHORT LEGAL: PCL 1 SS-1485 PTN NE SE 34-19N-01W W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 11934410200

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **SUN CHA WHITEMAN**, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **THURSTON** County, Washington:

PARCEL 1 OF SHORT SUBDIVISION NO. SS-1485 AS RECORDED MAY 16, 1980 UNDER AUDITOR'S FILE NO. 1112095; IN THURSTON COUNTY, WASHINGTON. EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF LACEY ON APRIL 4, 2014 UNDER AUDITOR'S FILE NO. 4386587.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**EASEMENT AREA 1:** THE NORTH THIRTY (30) FEET UTILITIES EASEMENT AS SHOWN ON SURVEY RECORDED JANUARY 10, 1979 UNDER AUDITOR'S FILE NO. 1064294 AND AS GRANTED BY INSTRUMENT RECORDED OCTOBER 4, 1979 UNDER AUDITOR'S FILE NO. 1092763 WITHIN THE ABOVE DESCRIBED PROPERTY

**EASEMENT AREA 2:** ANYWHERE FACILITIES ARE OUTSIDE EASEMENT AREA 1 AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES LOCATED AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**5. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 25 day of July, 2019

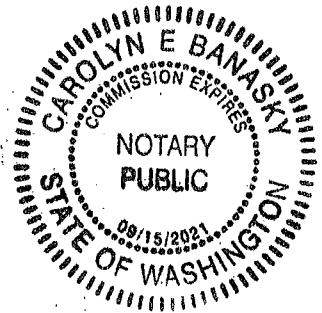
OWNER:

BY: Sun Cha Whiteman  
SUN CHA WHITEMAN

STATE OF WASHINGTON)  
COUNTY OF Thurston)

On this 25 day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SUN CHA WHITEMAN**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Carlynn E. Banasky  
NOTARY PUBLIC in and for the State of Washington,

Residing at: Maple Valley, WA

My Appointment Expires: 08/15/2021

Notary seal, text and all notations must not be placed within 1" margins

Recording Requested By And  
After Recording Return To:

Thurston PUD #1  
921 Lakeridge Way, Suite 201  
Olympia, Washington 98502

Thurston County Treasurer

Real Estate Excise Tax Paid None

By Doug Kail Deputy  
*Doug Kail*  
*1/19/11*

Grantor: Kurt N. Dahlgren as to Lot 54 of Prairie Ridge, Div. III  
Grantee: Thurston PUD #1 as to Water System Facilities Easement  
Abbreviated Legal: Ptn NW 1/4, NE 1/4, S34, T19N, R1W, W.M.;  
AKA Lot 54, Prairie Ridge, Div. III  
Parcel Number: 69330005400

**Water System Facilities Easement**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Grantors do give and grant to Thurston Public Utility District No. 1, hereinafter called the Grantee, a Water System Facilities Easement for the purpose of construction, repair and maintenance of water lines, water meters and water system appurtenances, so long as the easement is used for water system facilities. Said easement is to be located on the following described parcel of land:

Lot 54 of the Plat of Prairie Ridge, Division III, as recorded May 20, 1992, in Volume 25 of Plats, on Pages 91 and 92, under Thurston County Auditor's File No. 9205200225.

Said Water System Facilities Easement is more particularly described TO WIT:

Commencing at the  $\frac{1}{2}$ " diameter iron pipe at the intersection of Prairie Ridge Drive with 44<sup>th</sup> Avenue Northeast as illustrated on the Plat of Prairie Ridge, as recorded April 22, 1981, in Volume 21 of Plats, on Pages 123 and 124, under Thurston County Auditor's File No. 8104220121; thence North 87°43'42" West along the centerline of 44<sup>th</sup> Avenue Northeast, a distance of 918.99 feet to a concrete monument as illustrated on said Plat of Prairie Ridge, Division III; thence North 02°16'18" East, perpendicular from said centerline, a distance of 30.00 feet to the northerly margin of 44<sup>th</sup> Avenue Northeast; thence South 87°43'42" East along said northerly margin, a distance of 154.77 feet to the southerly corner common to Lots 54 and 55 of said Plat of Prairie Ridge, Division III, being the Point of Beginning of this description; thence North 01°48'56" East along the line common to said Lots 54 and 55, a distance of 257.60 feet; thence departing from said common line South 87°34'47" East, a distance of 30.11 feet; thence at right angles South 02°25'13" West, a distance of 10.00 feet to the northerly line common to Lots 51 and 54 of said Plat of Prairie Ridge, Division III; thence at right angles North 87°34'47" West along said common line, a distance of 10.00 feet to the northwesterly corner common to said lots; thence South 01°48'56" West along the westerly line common to said lots, a distance of 247.55 feet to the southerly corner common to said lots, at the northerly margin of 44<sup>th</sup> Avenue Northeast; thence North 87°43'42" West along said northerly margin, a distance of 20.00 feet to the Point of Beginning. Containing 5252 Square Feet, more or less.

Said easement shall include the right of ingress and egress upon, over and under said property at all times to construct, maintain and operate, repair and replace said water system facilities: provided, however, that the Grantee shall have the right to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon, and for other construction and maintenance operations.

Water System Facilities Easement  
Page 1 of 2

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Thurston County Washington  
Easement  
THURSTON PUD #1

Pages: 2

The Grantee agrees that in construction, maintenance, operation, repair or replacement of said water system facilities on the above described property, that it will, at its own expense, restore the surface of said land to the same conditions that existed prior thereto.

The undersigned covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

16 day of November, 2010.

  
\_\_\_\_\_  
Kurt N. Dahlgren

STATE OF WASHINGTON }  
COUNTY OF Thurston }  
} :ss  
}

I, the undersigned a Notary Public in and for the State of Washington, hereby certify that on

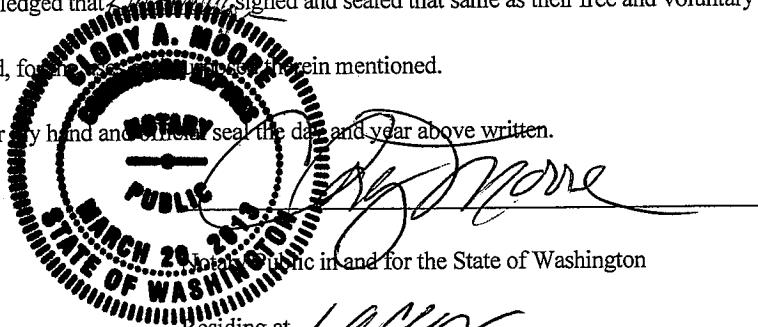
this 16 day of November, 2010, personally appeared before me

Kurt Dahlgren,

to me known to be the individual(s) described in and who executed the foregoing instrument

and acknowledged that Kurt Dahlgren signed and sealed that same as their free and voluntary  
act and deed, for the purpose therein mentioned.

Given under my hand and office seal the day and year above written.



My Commission expires: 03/08/13

Recording Requested By And  
After Recording Return To:

Thurston PUD #1  
921 Lakeridge Way, Suite 201  
Olympia, Washington 98502

Thurston County Treasurer

Real Estate Excise Tax Paid none  
By John K. Smith Deputy  
1/19/11

Grantor: Tien D. Bui as to Lot 55 of Prairie Ridge, Div. III  
Grantee: Thurston PUD #1 as to Water System Facilities Easement  
Abbreviated Legal: Ptn NW 1/4, NE 1/4, S34, T19N, R1W, W.M.;  
AKA Lot 55, Prairie Ridge, Div. III  
Parcel Number: 69330005500

**Water System Facilities Easement**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Grantors do give and grant to Thurston Public Utility District No. 1, hereinafter called the Grantee, a Water System Facilities Easement for the purpose of construction, repair and maintenance of water lines, water meters and water system appurtenances, so long as the easement is used for water system facilities. Said easement is to be located on the following described parcel of land:

Lot 55 of the Plat of Prairie Ridge, Division III, as recorded May 20, 1992, in Volume 25 of Plats, on Pages 91 and 92, under Thurston County Auditor's File No. 9205200225.

Said Water System Facilities Easement is more particularly described TO WIT:

Commencing at the 1/2" diameter iron pipe at the intersection of Prairie Ridge Drive with 44<sup>th</sup> Avenue Northeast as illustrated on the Plat of Prairie Ridge, as recorded April 22, 1981, in Volume 21 of Plats, on Pages 123 and 124, under Thurston County Auditor's File No. 8104220121; thence North 87°43'42" West along the centerline of 44<sup>th</sup> Avenue Northeast, a distance of 918.99 feet to a concrete monument as illustrated on said Plat of Prairie Ridge, Division III; thence North 02°16'18" East, perpendicular from said centerline, a distance of 30.00 feet to the northerly margin of 44<sup>th</sup> Avenue Northeast; thence South 87°43'42" East along said northerly margin, a distance of 134.77 feet to the southerly corner common to Lots 52 and 55 of said Plat of Prairie Ridge, Division III, being the Point of Beginning of this description; thence North 01°48'56" East along the easterly line common to said Lots, a distance of 247.65 feet to the northeasterly corner common to said lots; thence North 87°34'47" West along the northerly line common to said lots, a distance of 10.00 feet; thence departing at right angles from said common line North 02°25'13" East, a distance of 10.00 feet; thence at right angles South 87°34'47" East, a distance of 29.90 feet to the line common to Lots 54 and 55; thence South 01°48'56" West along said common line, a distance of 257.60 feet to the southerly corner common to said Lots 54 and 55, on the northerly margin of 44<sup>th</sup> Avenue Northeast; thence North 87°43'42" West along said northerly margin, a distance of 20.00 feet to the Point of Beginning. Containing 5252 Square Feet, more or less.

Said easement shall include the right of ingress and egress upon, over and under said property at all times to construct, maintain and operate, repair and replace said water system facilities: provided, however, that the Grantee shall have the right to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon, and for other construction and maintenance operations.

Water System Facilities Easement  
Page 1 of 2

4193431  
01/19/2011 12:01 PM Easement  
Thurston County Washington  
THURSTON PUD #1

Pages: 2



The Grantee agrees that in construction, maintenance, operation, repair or replacement of said water system facilities on the above described property, that it will, at its own expense, restore the surface of said land to the same conditions that existed prior thereto.

The undersigned covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

7th day of December, 2010.

Tien D. Bui



STATE OF WASHINGTON }  
COUNTY OF PIERCE }  
                          }:ss

I, the undersigned a Notary Public in and for the State of Washington, hereby certify that on

this 7th day of DECEMBER, 2010, personally appeared before me

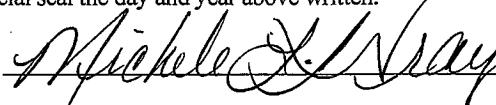
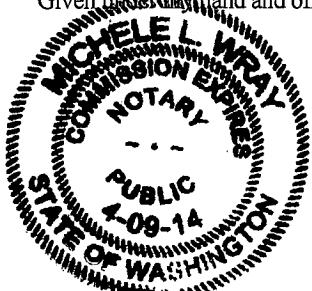
Tien D. Bui,

to me known to be the individual(s) described in and who executed the foregoing instrument

and acknowledged that HE signed and sealed that same as their free and voluntary

act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.



Michele L. Wray

Notary Public in and for the State of Washington

Residing at Puyallup

My Commission expires: 9 April 2014

1114660  
X DECLARATION OF COVENANT

Know all men by these presents that I (We) the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (We), the grantor<sup>s</sup> herein, is (are) the owner<sup>s</sup> in fee simple of (an interest in the following described real estate situated in Thurston County

W 1/2 of N 1/2 of the NE 1/4 of Section 34, Twp. 19 N.  
Rg. 1 West W.M.

on which the grantor<sup>s</sup> owns and operates a well and waterworks supplying water for public use located on said real estate, to wit:

W 1/2 of the NE 1/4 of Section 34, Twp. 19 North Rg 1 W.W.M.

Prairie Ridge Water Company  
and grantor<sup>s</sup> is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices herein-after enumerated in the use of said grantor<sup>s</sup> land which might contaminate said water supply.

NOW, THEREFORE, the grantor<sup>s</sup> agree and covenant that said grantor<sup>s</sup>, his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor<sup>s</sup> and within 100 (100 feet) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping of fowls or animals or storage of liquid or dry chemicals, herbicides or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS hand this 20<sup>th</sup> day of June 1980

THURSTON COUNTY  
OLYMPIA, WASH.

Robert R. Drahman

(Seal)

Rita M. Drahman

(Seal)

JUN 20 4 00 PM '80

REQUEST OF

Grantor<sup>s</sup>

State of Washington SAM S. REED, AUDITOR  
County of Thurston ss DEPUTY

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20<sup>th</sup> day of June 1980, personally appeared before me Robert R. Drahman and Rita M. Drahman

to me known to be the individual<sup>s</sup> described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand an official seal the day and year last above written.

R. Drahman  
PO H  
Littlerock, Wa.  
98556

Hance L. Schreiber  
(Notary Public in and for the State of Washington,  
residing at Shelton 98501-0005)

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33

## Section 2. *Geography*

500 1007 PAGE 98

PUGET  
POWER1097621  
TRANSAMERICA TITLE INSURANCE  
EASEMENT  
05-35018

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

Robert R. Drophman and Rita M. Drophman, husband and wife

("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in THURSTON County, Washington:

*The north half of the northeast quarter of Section 34, Township 19 North, Range 1 West, W.M., EXCEPT the east 30 feet for County Road known as Marvin Road.*

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

*As now engineered and located thereon per attached Exhibit "A" and as hereafter may be extended, relocated and/or revised thereon by mutual agreement.*

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

a. **Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; communication and signal lines; transformers.

b. **Underground facilities.** Underground conduits; cables; vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may, from time to time construct such additional lines and other facilities as it may require.

**2. Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder; provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

**3. Cutting of Trees.** Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities.

**4. Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted; provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**5. Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor; provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

1097621

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 30 day of OCTOBER 1979

GRANTOR

Robert Drohman  
Rita M. Drohman

STATE OF WASHINGTON }  
COUNTY OF THURSTON } SS

*Robert R. Drohman and Rita M. Drohman*

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of OCTOBER 1979

*John H. O'Brien*  
Notary Public in and for the State of Washington, residing at  
Olympia

STATE OF WASHINGTON }  
COUNTY OF } SS

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Notary Public in and for the State of Washington, residing at

Mail to  
PUGET SOUND POWER & LIGHT CO.  
P.O. Box 287 Olympia, Wash. 98504

THURSTON COUNTY  
OLYMPIA, WASH.  
NON 26 2 15 PH '79  
REQUEST OF  
SAM S. REED, AUDITOR  
DEPUTY

PUGET SOUND POWER & LIGHT COMPANY  
TO  
RECEIVED  
974 PAGE 340

3-18-100  
34-19-100  
EASEMENT  
Robert R. Drohman  
ETUX

**EXHIBIT "A"**

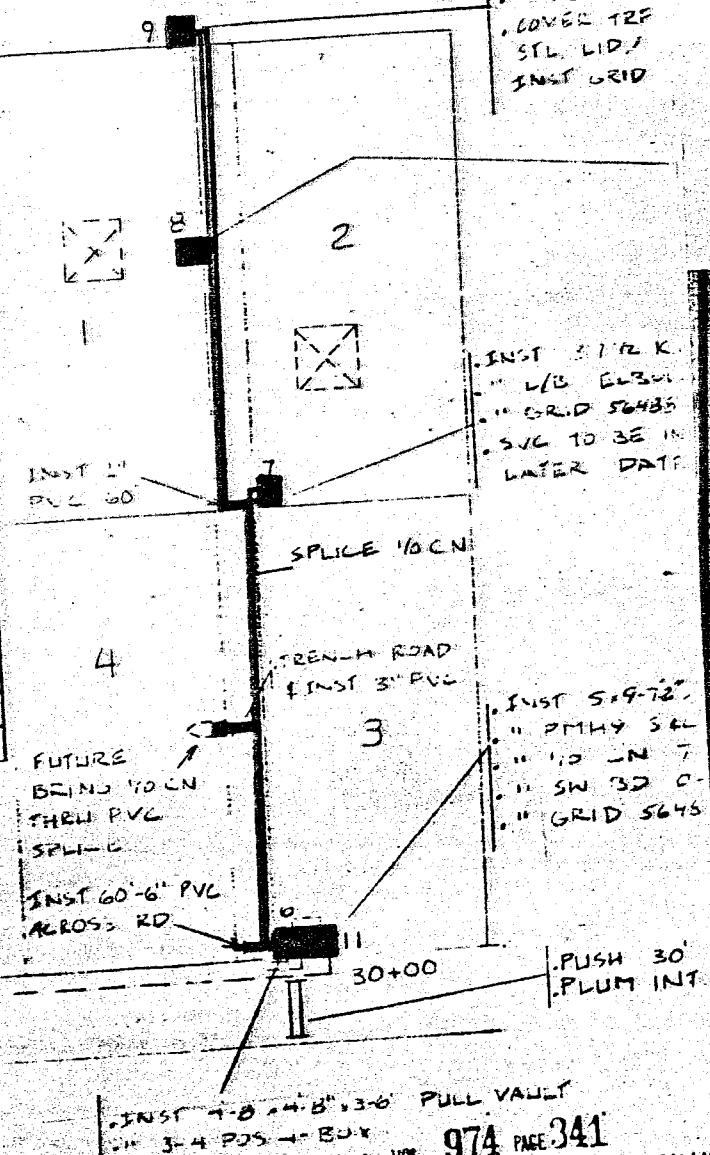
1097621

**PROHMAN**



PHASE PRIMARY  
CABLE NOTES

| IN | CABLE<br>SIZE | LENGTH<br>FEET | VOLT<br>CLASS | CABLE<br>NUMBER |
|----|---------------|----------------|---------------|-----------------|
| TO |               |                |               |                 |
| -1 | 750           | 420            | 12-47         | 22-32           |
| -2 | 750           | 230            | -             | 22-33           |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
| -1 | 112           | 10             | -             | -               |
| -1 | 112           | 320            | -             | 22-34           |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
|    |               |                |               |                 |
| -1 | 112           | 10             | 52            | 22-32           |
| -1 | 112           | 50             | -             | 22-33           |
| 3  | 112           | 470            | 11            | 22-34           |
| 3  | 112           | 10             | 52            | 22-32           |
| -1 | 112           | 1200           | -             | 22-33           |
|    |               |                |               |                 |



PULL VALLEY  
VOL 974 PAGE 341

VALUATION

## WATER SUPPLY THIRD PARTY BENEFICIARY CONTRACT

## AGREEMENT

THIS AGREEMENT, made this 6<sup>th</sup> day of June 1983 by and between PRAIRIE RIDGE WATER CO., First Party (hereinafter called "Company") and SOUTH SOUND UTILITY CO., INC., a corporation only, chartered, organized, and existing under the Laws of the State of Washington (hereinafter called "Representative").

W I T N E S S E T H:

WHEREAS, the Company is now the owner of property in Thurston County, State of Washington described in Schedule A, attached hereto, upon which there is located the Company's water supply system or upon which there is being constructed by the Company and will be located a water supply system and

WHEREAS, the Company warrants that all the property described in Schedule A, as well as all water supply systems hereafter acquired by the Company shall be made subject to the Agreement by recordation of appropriate covenants, reservations, restrictions, or conditions in such manner as is required by Washington State law to put all persons on notice that such properties have been subjected to the terms of this Agreement; and

WHEREAS, the Company hereby warrants that existing and future encumbrances, liens or other indebtedness, if any, to the title of water supply systems now owned or hereafter acquired by the Company shall be subordinated and made subject to this Agreement.

WHEREAS, the Company intends to construct, operate, and maintain said water supply systems for the purpose of supplying water to buildings, residences and other improvements located in areas and subdivisions adjacent to or in the vicinities of said water supply systems and for that purpose will construct, lay and maintain water storage and distribution facilities, water mains, lateral lines, pumping stations, and all other facilities and appurtenances necessary to maintain an adequate water supply for domestic consumption for the occupants of such buildings, residences, and other improvements in said areas and subdivisions and

THURSTON COUNTY  
OLYMPIA, WASH.  
JUN 13 1983  
25 PM '83  
REQUEST OF TCCR  
SAM S. REED, AUDITOR  
RECEIVED  
DEPUTY

WHEREAS, it is contemplated that the buildings, residences and other improvements to be served by the said water supply systems of the Company will be located on properties in said areas or subdivisions which will be security for mortgages given to various lenders, including the Representative, which mortgages may be insured under the National Housing Act and/or guaranteed under the Servicemen's Readjustment Act of 1944, as amended; and

WHEREAS, the Representative is South Sound Utility Co., Inc., an established water purveyor regulated by the Washington Utilities and Transportation Commission.

WHEREAS, one of the inducing factors to the granting of mortgage loans on properties, buildings, residences, and other improvements in the areas to be served by the water supply systems of the Company by the Representative and other lenders and the insuring thereof under the National Housing Act and/or Servicemen's Readjustment Act of 1944, as amended, is that there will be continuous operation and maintenance of the water supply systems according to the approved standards set forth in this Agreement, and that rate charges by the Company is desirous of assuring that its rates will be reasonable, and also assuring the continuance of the operation and maintenance of said water supply systems for the benefit of the present and future owners of properties, buildings, residences, and other improvements, and mortgagees holding mortgages covering such buildings, residences, and other improvements, including the Representative;

NOW THEREFORE, for and in consideration of the reliance upon this Agreement by the Representative and by present and future owners of buildings, residences, and other improvements to be served by the water supply system of the Company, and by mortgagees (who will make and hold mortgage loans on such buildings, residences, and other improvements) and by HUD/FHA and Veterans Administration in insuring or guaranteeing respectively such loans, the Company and the Representative do hereby covenant and agree as follows:

SECTION 1. (a) This Agreement is made not only with the Representative in its individual capacity but also as the representative of and for the benefit of the present and future owners or occupants of all and each of the properties, buildings, residences, and other improvements which are now or may hereafter be served by the water supply system of the Company as well as the holders of any

mortgage or mortgages covering any of such buildings, residences, and other properties and improvements.

(b) Any person, firm, association, governmental agency, or corporation (1) served by the water supply system of the Company, or (2) holding any mortgage on any property connected to the said systems or either of them, is hereby granted the right and privilege, and is hereby authorized, in its own name and on its own behalf or on behalf of others for whose benefit this Agreement is made, to institute and prosecute any suit at law or in equity in any court having jurisdiction of the subject matter, to interpret and enforce this Agreement or any of its terms and provisions, including, but not limited to, suits for specific performance, mandamus, receivership and injunction.

SECTION 2. The Company covenants and agrees to supply at all times and under adequate pressure for the use of each of the properties duly connected to its water supply system a sufficient quantity of water to meet the reasonable needs of each of the properties duly connected to said water supply systems. Such water shall be of the quality and purity as shall meet the 1974 Safe Drinking Water Act of the U.S. Environmental Protection Agency (EPA), so as to produce water without excessive hardness, corrosive properties or other objectionable characteristics making it unsafe or unsuitable for domestic and ground use or harmful to any or all pipes within and/or without the buildings, residences, and other improvements. Records of any and all tests conducted in connection with said water supply system shall be kept as permanent records by the Company and said records shall be open to inspection by the State Board of Health of the State of Washington and the owners of the properties in the subdivisions. The said Board of Health and/or its agents shall at all times have access to the water supply system of the Company to conduct any and all tests as said Board shall determine necessary to ascertain compliance with the said Standards and characteristics. In any event, the Company shall have said Board make such analyses at least Quarterly and the Company shall pay all costs and expenses in connection therewith. In the event said Board shall determine that the purity of the water does not meet the aforesaid Standards, the Company shall immediately at its sole cost and expense make any adjustment, repair, installation, or improvement to its facilities that shall be necessary or required or recommended by said Board to bring the purity of the water up to the said Standards.

competent jurisdiction and in such action shall be entitled as a matter of right to the entry of an order appointing a receiver or other officer appointed by the Court to take immediate possession of the water supply systems of the Company for the purpose of operating and maintaining the same with the full right to hold, use, operate, manage and control the same for the benefit of the parties for whom this Agreement is made, with full right to collect the charges for services at rates not in excess of those specified or provided for in this Agreement. Such receiver or other officer of the Court, during the period of its operation, shall be entitled to such reasonable compensation and expenses, including reasonable attorneys' fees, as may be determined by the Court.

SECTION 6. The Company may establish, amend or revise from time to time and enforce Rules and Regulations for Water Service covering the furnishing of water supply service within said areas or subdivisions, provided, however, all such rules and regulations established by the Company from time to time shall at all times be reasonable and subject to such regulations as may now or hereafter be provided by Law; and provided further that no such rule or regulation so established, amended or revised can be inconsistent with the requirements of this Agreement nor shall the same abrogate any provision hereof. Any such rules and regulations established, amended, revised and enforced by the Company from time to time shall be binding upon any owner or occupant of any of the property located within the boundaries of such areas or subdivisions, the owner or occupant of any building, residence or other improvement constructed or located upon such property and the user or consumer of any water supply service.

SECTION 7. Changes in the initial rates described in Section 4 hereof may be proposed by the Company and by third party beneficiaries of this Agreement in the following manner:

If within ninety (90) days after notice of the Representative and to all parties connected to the water supply systems of a rate change proposed by the Company, not more than one-third of such parties have signified in writing their opposition to such proposed rate change, the Company may forthwith establish such new rates. If more than one-third of such parties signify, in writing, their opposition to a rate change proposed by the Company, or if more than one-third of such parties proposed in writing a rate change which the

SECTION 3. The Company agrees to maintain said water supply systems at all times in good order and repair so that satisfactory water service as provided in the foregoing paragraphs may be supplied to each of said buildings, residences, and other improvements in said areas or subdivisions in the quantity and in the quality provided in the foregoing paragraph. The water supply systems shall be open for inspection at all times by the agents of the Washington State Board of Health.

SECTION 4. The Company reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the owners or occupants of each of the buildings, residences, and other improvements the initial rates described in Schedule "B" attached hereto and made a part hereof. The Company shall have the right to install on the premises of each of the individual buildings, residences, and other improvements a water meter to be maintained by the Company through which all water supplied to the consumer shall pass and to which the Company shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair. In the event said meters shall be installed and the consumer shall have used in excess of five hundred (500) cubic feet per month, the Company may charge for any such excess at the rate or rates set forth in the attached Schedule "B".

SECTION 5. In the event the Company should fail to operate and maintain the water supply systems in the manner and under the conditions specified herein (failure due to Acts of God, natural disasters or other causes beyond the control of the Company, including labor troubles or strikes, excepted) or in the event the Company collects or attempts to collect from the consumers of water charges in excess of the rate or rates specified or provided for in this Agreement, then in either of such contingencies, if such default shall continue for a period of thirty (30) days (or for a period of two (2) days in the event such default consists of a shutdown of water treatment plant or suspension of water services, except for the causes above set forth) after written notice to the Company by any consumer, mortgagee, or by any person for whose benefit this contract is made, then and in such event any such person for whose benefit this contract is made, may enforce this Agreement by action, instituted for such purpose in any court of

Company opposes, and the parties cannot negotiate an agreement within ninety (90) days to the reasonableness of the new rates, then the matter of the reasonableness of such new rates shall be referred to a board of arbiters selected as follows: the Company shall designate one arbiter, the objecting parties shall designate one arbiter and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rates within ninety (90) days after the reference of the dispute to them. Written notice of the hearing of the dispute by the arbiters shall be given to the Company and to all objecting parties. All proceedings before the arbiters shall be recorded in writing. Either side to the arbitration may present written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rates recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rates shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings the proposed change of rates shall be held in abeyance and shall not become effective until the conclusion of such proceedings.

SECTION 8. Notwithstanding any provision of this Agreement no third party beneficiary shall have or claim to have any right, title, lien, encumbrance, interest or claim of any kind or character whatsoever in and to the Company's water supply system, or properties and facilities, and the Company may mortgage, pledge or otherwise encumber, or sell or otherwise dispose of, any or all of such water supply systems, properties and facilities without the consent of such third parties. The words "properties and facilities": as used in this Section shall not only include physical properties and facilities but all real, personal and other property of every kind and character owned by the Company and used, useful, or held for use in connection with its water supply systems including revenues and income from the uses of water services, cash in bank and otherwise; provided, however, that this Agreement as set forth herein shall be binding upon all successors and assigns of the Company.

SECTION 9. All notices provided for herein shall be in writing or by telegram, and if to Company, shall be mailed or delivered to

Company at 4411 Marvin Road N. E., Olympia, Wa. 98506, and if to parties for whose benefit this contract is made shall be mailed or delivered to their last known business or residential addresses.

SECTION 10. (a) The covenants, reservations, restrictions or conditions herein set forth are and shall be deemed to be covenants, reservations, restrictions or conditions imposed and running with the land and properties now owned or hereafter acquired by the Company, and limiting the use thereof for the purposes and in the manner set forth herein and shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and shall likewise be binding upon and shall inure to the benefit of all parties who, in any manner whatsoever, shall acquire title to the Company's water supply systems, and properties and facilities as defined in Section 8 hereof. To this end the Company shall make all water supply systems now owned or hereafter acquired subject to this Agreement by recordation or appropriate covenants, reservations, restrictions, or conditions in such manner as is required by law to put all persons on notice that such water supply systems have been subjected to the terms of this Agreement are deemed to be covenants, reservations, restrictions, or conditions imposed upon and running with the land and properties now owned or hereafter acquired by the Company.

(b) This Agreement shall also be binding upon and shall inure to the benefit of the Representative, its successors and assigns, and as set forth in Section 1 hereof, all present and future owners or occupants of all and each of the properties, buildings, residences, and other improvements which are now or may hereafter be served by the water supply systems of the Company as well as the holders of any mortgage or mortgages covering any such properties, buildings, residences and other improvements as well as the successors and assigns of all such present and future owners and occupants and holders of mortgages.

SECTION 11. This Agreement shall be governed by the laws of the State of Washington.

SECTION 12. This Agreement shall remain in full force and effect and for the benefit of all parties mentioned herein until either (a) the water supply systems described herein are taken over by governmental authority for maintenance and operation; or (b) other adequate water supply service is provided by a governmental authority through means other than the water supply systems owned by the Company.

or (c) the rates, services and operation of the Company are placed by law under the jurisdiction of a regulatory commission or other governmental agency or body empowered to fix rates and to which a consumer of the Company may seek relief. Upon the happening of any of the aforesaid events, this Agreement shall automatically terminate; and, at the request of the Company, the Company and the Representative shall execute an instrument cancelling this Agreement.

IN WITNESS WHEREOF, the Company and the Representative have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, Sealed and Delivered in the presence of:

— PRAIRIE RIDGE WATER CO. (COMPANY)

By Robert D. Olson  
Owner

Attest Steve M. Olson

SOUTH SOUND UTILITY CO., INC. (REPRESENTATIVE)

By John D. Thompson  
President

Attest John D. Thompson  
Secretary-Treasurer

C O M P A N Y

STATE OF WASHINGTON) ss  
 COUNTY OF THURSTON )

I, the undersigned Notary Public, do hereby certify that Robert R and Rita M Drahman, Owner of the PRAIRIE RIDGE WATER CO. personally appeared before me and acknowledged before me that \_\_\_\_\_ executed said Agreement, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6<sup>th</sup> day of June, 1983.

Catherine R. Thorne  
 Notary Public in and for the State of  
 Washington, residing at Olympia

R E P R E S E N T A T I V E

STATE OF WASHINGTON) ss  
 COUNTY OF THURSTON )

I, the undersigned Notary Public, do hereby certify that JOHN ROBISCHON and GWEN ROBISCHON, President and Secretary, respectively, of SOUTH SOUND UTILITY CO., INC., a corporation organized and existing under the laws of the State of Washington, the Representative, and who as such officers executed the foregoing Agreement, this day personally appeared before me and acknowledged before me that they executed said Agreement as such officers and attached the corporate seal of said corporation in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of June, 1983.

Theresa A. McClellan  
 Notary Public in and for the State of  
 Washington, residing at Olympia

SCHEDULE "B"

## PRAIRIE RIDGE WATER CO.

## RULES, REGULATIONS AND INITIAL WATER RATES

1. SERVICE CONNECTION CHARGE

The utility will construct service connections of a proper size, as determined by the utility, from its distribution mains to the customer's property. The utility reserves the right to refuse to construct a service connection to any property in case the applicant's pipes are not properly constructed and protected. The service connection will be provided by the utility after receiving a \$250.00 service connection charge.

2. RESPONSIBILITY FOR AND MAINTENANCE OF SERVICES

The point at which water shall be delivered to and received by the customer shall be on the property line (Point of Delivery) of the customer's premises at a point designated by the utility. The utility will install its meter at the Point of Delivery except, at its option, the utility may install its meter at some other agreed point on the premises of the customer, provided that in such event the property line shall nevertheless be deemed the Point of Delivery. All pipe and fixtures on the customer's side of the Point of Delivery shall be provided by the customer and maintained and operated at his expense.

Where there are leaking or defective pipes or fixtures, the water may be turned off at the option of the utility until the proper repairs are made. The utility may require any service to be equipped with a stop and waste cock to be used during freezing weather instead of permitting the water to be run continuously from faucets.

3. INTERRUPTIONS TO SERVICE

The utility will make a diligent effort to render uninterrupted service and supply of water; and, in cases where shut-off is necessary for repair, reconstruction, damage prevention or similar cause, the utility will endeavor to give advance notice to its customers of such expected shut-off. However, the utility will not be responsible for any damage which may result from any cessation of service such as above outlined, nor for failure to give notice of shut-off when circumstances are such that it is impossible to give notice as above stated.

4. BILLS

All water bills shall be paid two (2) months in arrears. Water bills are due and payable fifteen days after issuance. Where the meter has not been read, a minimum bill shall be rendered and adjusted when the next succeeding meter reading is available.

5. DEPOSITS

Rules relating to water companies are provided in Chapter 480-110, Washington Administrative Code (WAC). Rules covering Credit and Deposits are published as WAC 480-110-051, DEPOSITS, and are available upon request.

6. DELINQUENT ACCOUNTS AND DISCONNECTIONS

Rules relating to water companies are provided in Chapter 480-110, Washington Administrative Code (WAC). Rules covering Discontinuance of Service are published as WAC 480-110-071, DISCONTINUANCE OF SERVICE, and are available upon request.

7. SERVICE CHARGE

A service charge of \$5.00 will be made for each new account or change of account responsibility on an existing service. Such charge shall be included in the initial billing to the customer.

An additional charge of \$5.00 is applicable when the utility must dispatch an employee to establish a base meter reading.

The service charge shall not apply to:

- (a) Installation of a new meter.
- (b) When temporary or seasonal reconnection is made.
- (c) When owner or agent assumes temporary responsibility for service to vacated premises.

8. RECONNECTION CHARGE

When service has been discontinued due to delinquent account, request of the customer, refusal to make proper repairs or similar cause, a charge of \$10.00 will be made for restoring service, provided the service reconnection can be completed during office hours regularly maintained by the utility. For reconnections requested to be completed during other hours, a charge of \$20.00 will be made.

9. PROPERTY ON PUBLIC HIGHWAYS

All distribution mains and those portions of service connections, exclusive of customer owned lines, in or on streets or public highways will be considered utility property and will be maintained by the utility at its expense.

10. INITIAL RATE

|  | PER MONTH |
|--|-----------|
|--|-----------|

Each Domestic Establishment 5/8" x 3/4" Meters

|   |         |
|---|---------|
| First 400 cubic feet, or less                               | \$12.00 |
| Over 400 cubic feet, per 100 cubic feet or fraction thereof | .60     |
| Minimum \$12.00 per month                                   |         |

All Fourplexes or Larger

|   |         |
|---|---------|
| First 300 cubic feet, or less, per unit   | \$ 9.00 |
| Over 300 cubic feet, per unit, per 100 cubic feet or fraction thereof, per unit | .60     |
| Minimum \$9.00 per month per unit   |         |

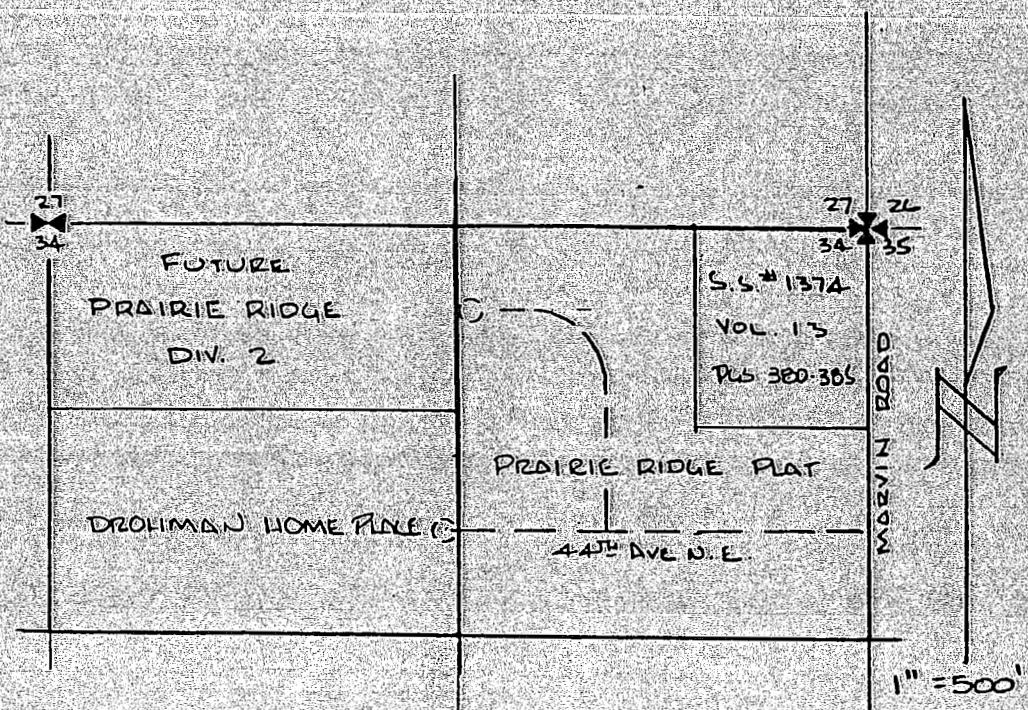
Non Residential Connections

The monthly water rate for non-residential connections or meters larger than 5/8" x 3/4" shall be based upon the total number of fixture units which are served. The fixture Unit Values used in determining the rate shall be those units set forth in Appendix Table A-2 of the Uniform Plumbing Code. A total of 20 fixture units shall be considered equivalent to a single family residence. The monthly minimum rate and minimum water allowance shall be calculated in accordance with the ratio between the total number of fixture units served and the equivalent of 20 units per residence as follows:

8401130062

| <u>TOTAL<br/>FIXTURE UNITS</u> | <u>MONTHLY<br/>MINIMUM RATE</u> | <u>MONTHLY<br/>MINIMUM ALLOWANCE</u> |
|--------------------------------|---------------------------------|--------------------------------------|
| 1-20                           | \$12.00                         | 400 cubic feet                       |
| 21-30                          | 18.00                           | 600 cubic feet                       |
| 31-40                          | 24.00                           | 800 cubic feet                       |
| 41-50                          | 30.00                           | 1000 cubic feet                      |
| 51-60                          | 36.00                           | 1200 cubic feet                      |

\*All water consumption over the monthly minimum allowance will be billed at the rate of \$0.60 per 100 cubic feet or fraction thereof.



### SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO  
WATER SUPPLY THIRD PARTY BENEFICIARY  
AGREEMENT BETWEEN PRAIRIE RIDGE WATER  
CO AND SOUTH SOUND UTILITY CO., INC 8

THE NORTH HALF OF THE N.E. 1/4 SECTION 34,  
T. 19N, R1W, THURSTON COUNTY INCLUDING THE  
PLAT OF PRAIRIE RIDGE, S.S. #1374, THE FUTURE  
PLAT OF PRAIRIE RIDGE DIV. 2 AND THE  
DROHMAN HOME PLACE

John Robischon, P.E.  
6800 MERIDIAN ROAD S.E.  
OLYMPIA, WA 98503  
456-6800

8103250073

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

## CERTIFICATE OF WATER RIGHT

 Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.) Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

| PRIORITY DATE | APPLICATION NUMBER | PERMIT NUMBER | CERTIFICATE NUMBER |
|---------------|--------------------|---------------|--------------------|
| June 23, 1980 | G 2-25621          | G 2-25621 P   | G 2-25621 C        |

NAME  
ROBERT R. DROHMANADDRESS (STREET)  
4411 Marvin Road Northeast  
(CITY)  
Olympia  
(STATE)  
Washington  
(ZIP CODE)  
98506

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

## PUBLIC WATER TO BE APPROPRIATED

SOURCE  
well

TRIBUTARY OF (IF SURFACE WATERS)

| MAXIMUM CUBIC FEET PER SECOND | MAXIMUM GALLONS PER MINUTE | MAXIMUM ACRE-FEET PER YEAR |
|-------------------------------|----------------------------|----------------------------|
|                               | 50                         | 80                         |

QUANTITY, TYPE OF USE, PERIOD OF USE  
80 acre-feet per year  
community domestic supply  
continuously  
(80 Homes)

## LOCATION OF DIVERSION/ WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/ WITHDRAWAL  
1420 feet west and 1140 feet south from northeast corner of Section 34

| LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)<br>N <sup>1</sup> NE <sup>1</sup> Section 34 | SECTION<br>34 | TOWNSHIP N.<br>19 | RANGE, E. OR W. W.M.<br>1 W | W.R.J.A.<br>13 | COUNTY<br>Thurston |
|--|---------------|-------------------|-----------------------------|----------------|--------------------|
| RECORDED PLATTED PROPERTY  |               |                   |                             |                |                    |

| LOT  | BLOCK | OF (GIVE NAME OF PLAT OR ADDITION) |
|--|-------|------------------------------------|
| LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED |       |                                    |

N<sup>1</sup>NE<sup>1</sup> Section 34, T. 19 N., R. 1 W.W.M.  
EXCEPT East 30 feet for Marvin Road

THURSTON COUNTY  
WASH.  
MAR 25 3 1981 PH  
Robert R. DROHMAN

CERTIFIED  
MAR 30 1981

## PROVISIONS

The access port shall be maintained at all times on the well (s).

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Olympia Washington, this 16 day  
of March 1981.

DONALD W. MOOS, Director  
Department of Ecology

by *E.W. Asselstine*  
E.W. Asselstine, Regional Manager

## ENGINEERING DATA

OK 640 3/1/81  
WES 3/9/81

FOR COUNTY USE ONLY

APPROVED  
MAR 7 1981  
E.W. Asselstine

RETURN ADDRESS

Thurston County  
2000 Lakeridge Drive SW  
Olympia, WA 98502

**Document Title**

**RESOLUTION No.: 12535**

**Reference Numbers of related documents**

N/A

**Grantor**

**ROBERT R. DROHMAN D/B/A PRAIRIE RIDGE WATER COMPANY**

**Grantee**

**The County of Thurston**

**Legal Description**

**The franchise area lies within the plat of Prairie Ridge Divisions 1, 2 and 3, PRRD-990926 (Prairie Ridge Division 4) and LL-0980504 (AF# 3269425), which lie within Section 34, Twp. 19 N., Rng. 1 W., W.M.**

**Assessor's Property Tax Parcel/Account Number**

N/A

**The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.**



**3364277**  
Page: 1 of 15  
07/10/2001 01:00P  
Thurston Co, WA

RESOLUTION NO. 12585

IN THE MATTER OF THE APPLICATION OF )  
ROBERT R. DROHMAN D/B/A PRAIRIE RIDGE )  
WATER COMPANY FOR A NONEXCLUSIVE )  
FRANCHISE TO CONSTRUCT, OPERATE, AND/OR )  
MAINTAIN A WATER DISTRIBUTION SYSTEM )  
SYSTEM WITHIN THURSTON COUNTY, )  
WASHINGTON, UPON, OVER, UNDER, ALONG, )  
AND/OR ACROSS CERTAIN COUNTY RIGHTS-OF- )  
WAY, NOT WITHIN THE LIMITS OF ANY )  
INCORPORATED CITY OR TOWN. )

NONEXCLUSIVE  
FRANCHISE

A RESOLUTION granting a nonexclusive Franchise to Robert R. Drohman d/b/a Prairie Ridge Water Company to engage in the business of constructing, operating, and/or maintaining a water distribution system in Thurston County; setting forth terms and conditions accompanying the grant of the nonexclusive Franchise; and providing for County administration and regulation of the nonexclusive Franchise.

WHEREAS, Robert R. Drohman d/b/a Prairie Ridge Water Company has applied to the Board of County Commissioners of Thurston County, pursuant to Chapter 36.55 RCW, for a nonexclusive Franchise to construct, operate, and/or maintain a water distribution system upon, over, under, along and/or across certain County Rights-of-Way in Thurston County; and

WHEREAS, pursuant to RCW 36.55.040, notice was posted in three public places in the County seat at least fifteen (15) days before the hearing date, and notice was published twice in the official County newspaper, the last publication being not less than five (5) days before the date fixed for the hearing; and

WHEREAS, pursuant to RCW 36.55.040, a hearing on the application for Franchise was held on the 12 day of June, 2000; and

WHEREAS, the Board of County Commissioners finds that it is in the public interest to grant the nonexclusive Franchise;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY that a nonexclusive Franchise is hereby granted to Robert R. Drohman d/b/a Prairie Ridge Water Company, hereinafter referred to as the Grantee, to construct, operate, and/or maintain a water distribution system upon, under, along, and/or across certain County Rights-of-Way in Thurston County, as described in the accompanying attachment to this Franchise hereby designated as Exhibit A, under the following express terms and conditions:

**SECTION 1 DEFINITIONS.** Terms as used throughout this Franchise shall have the same meanings given in Section 13.56.030 TCC. The terms listed below, as used in this Franchise, shall have the meanings given herein. When not inconsistent with the text,



words used in the present tense include the future tense, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders. The words "shall" and "will" are mandatory, and the word "may" is permissive. Words not otherwise defined shall be given their common and ordinary meaning.

1.1 "County" means Thurston County of the State of Washington and all the unincorporated territory within its present and future boundaries and including any area over which the County exercises jurisdiction.

1.2 "Emergency" means any condition constituting a clear and present danger to life or property, or a customer service outage, ("customer" meaning any person who lawfully receives services provided by the Grantee).

1.3 "Hazardous Substance" means any substance that has been determined by Federal or State law to present a threat to human health or the environment.

1.4 "Person" means an individual, entity, corporation, partnership, firm, association, joint venture, or organization of any kind.

1.5 "TCC" means the Thurston County Code, as amended.

1.6 "Wetland" means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions or any area which has been so designated under Federal or State law.

## SECTION 2 FRANCHISE.

2.1 Grant of Franchise. Pursuant to Chapter 36.55 RCW, the County hereby grants to Grantee a nonexclusive Franchise to construct, operate, and/or maintain a water distribution system upon, over, under, along, and/or across certain County Rights-of-Way in Grantee's Franchise area, and for that purpose to erect, install, construct, operate, repair, replace, maintain, or retain in, upon, over, under, along or across any road or extensions thereof and additions thereto, such appurtenances as poles, wires, pipes, cables, conductors, ducts, conduits, vaults, manholes, pedestals, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the system. The following conditions shall apply to the Franchise granted herein:

- a. The Franchise granted shall not convey any rights, title or interest in the Rights-of-Way but shall be deemed a Franchise only to use and occupy the Rights-of-Way for the limited purposes and term stated herein.
- b. The Franchise granted shall not authorize or excuse Grantee from securing such further easements, leases, permits or other approvals as may be required to lawfully occupy and use the Rights-of-Way.
- c. The Franchise granted shall not be construed as any warranty of title.



- d. No act, event, occurrence or thing shall give Grantee any rights to occupy or use the Rights-of-Way permanently nor shall operate as an estoppel against the County.
- e. Grantee shall comply with all applicable service quality and continuity requirements of State and Federal law, including regulatory requirements of the Washington Utilities and Transportation Commission, which are applicable to Grantee and its utility services.

**2.2 Term of Franchise.** The term of the Franchise shall be fifteen (15) years from the date of this Franchise, unless terminated sooner as set forth herein.

**2.3 Franchise Area.** The Franchise area shall be that area designated in Exhibit A, attached hereto and incorporated herein by reference. The Franchise granted herein does not give or grant to Grantee the right, privilege or authority to install a water distribution system at any other location in the County. Grantee agrees not to install a water distribution system at any other County location without written County approval.

**2.4 Amendment of Franchise for Area Changes.** Should Grantee not be able to install Utility Facilities along the Franchise area, Grantee shall request from the County, in writing, a deviation from the area set out in Exhibit A. If Grantee desires to extend or locate its Utility Facilities in Rights-of-Way which are not included in this Franchise, Grantee shall apply in writing for an amendment to the Franchise. If the County orders Grantee to locate or relocate its Utility Facilities in Rights-of-Way not included in this Franchise, the County shall grant a Franchise amendment for the area change without further application.

**2.5 Franchise Nonexclusive.** The Franchise granted herein shall be nonexclusive. The County specifically reserves the right to grant, at any time, such rights, permits, licenses and/or franchises to other Persons to use the Rights-of-Way for similar or different purposes allowed hereunder as the County deems appropriate. Subject to this Franchise, Grantee shall not prevent or prohibit the County from constructing, altering, maintaining or using any of said Rights-of-Way, or affect its jurisdiction over them or any part of them, the County having full power and authority to make all necessary changes, relocations, repairs, or maintenance of said Rights-of-Way as the County deems appropriate.

**2.6 Scope.** The Franchise is granted subject to the applicable provisions of the Thurston County Code, including, but not limited to Chapter 13.56, Accommodation of Utilities on Thurston County Rights-of-Way, as now written or as later amended, which shall apply in addition to the terms and conditions of this Franchise and Chapter 36.55 RCW. Provisions of Chapter 13.56 TCC shall control over inconsistent terms contained in this Franchise; provided, however, that the Release, Indemnification and Hold Harmless provision of this Franchise, Section 11, shall control for this Franchise over inconsistent provisions of Chapter 13.56 TCC as that Chapter is currently adopted.



### SECTION 3 PERFORMANCE OF WORK.

3.1 Permit Required. Prior to commencing any work within any County Rights-of-Way, Grantee shall apply for and receive an utility permit from the County pursuant to Chapter 13.56 TCC to do such work. All such work shall be subject to the approval of and shall pass the inspection of the Engineer. Grantee shall remain solely responsible for compliance with all applicable laws, regulations, codes, and standard plans and specifications in the design and construction of Utility Facilities. Grantee shall pay all fees, costs, and expenses incurred by the County in the administration, examination, inspection, and approval of such work on account of granting the permit.

3.2 Breaking Surface or Soil. Any work which disturbs any soil, surface, facility or structure of any County Rights-of-Way shall be controlled by the applicable provisions of Chapter 13.56 TCC. Grantee, at its expense, shall restore such soil, surface, facility or structure to substantially the same condition as existed before the work involving such disturbance took place. All such restoration work shall be subject to the approval and inspection of the Engineer. The Engineer may cause such restoration work to be done, at the expense of Grantee, that the Engineer deems necessary to render the County Rights-of-Way safe where a condition, which is dangerous to life, health, or property, is created by Grantee, or where Grantee fails, upon demand by the Engineer, to restore such County Rights-of-Way.

3.3 Emergency Excavation. No work which disturbs any soil, surface, facility or structure of any County Rights-of-Way shall be done prior to the obtaining of an utility permit; provided, however, that in cases of emergency when an immediate excavation may be necessary for protection of private or public property the necessary excavation may be made upon the express condition that an application for an utility permit be made on or before noon of the next following business day.

3.4 Conformity With Plans and Specifications Required. All lines, structures, equipment and facilities shall be laid in conformance with Grantee's plans and specifications, as approved by the Engineer, except where deviation is allowed by the Engineer upon application of Grantee. Grantee shall at all times employ ordinary care and shall install and maintain such lines, structures, equipment and facilities using commonly accepted methods and devices for preventing failures and accidents, which are likely to cause damage, injuries or nuisances to the public.

3.5 Workmanlike Manner. All work shall be done in accordance with current County standards in a thorough, professional and workmanlike manner with minimum interference in public use of the County Rights-of-Way. Where any work includes opening of trenches and/or ditches and/or tunneling under County Rights-of-Way, Grantee shall take all precautions necessary to protect and guard the public from any condition caused by the work. All signs and barricades shall conform to the MUTCD. If any line, pole, or other facility of Grantee is so located that, in the opinion of the Engineer, any hazard to travel or the public is created, Grantee shall remove or relocate the line, pole, or other facility at its own expense upon request of the Engineer. Grantee shall be liable for any damages, including costs incurred by the County in remedying any failure to perform by Grantee, resulting from its failure to safely perform the work or failure to provide adequate



traffic controls and protection to members of the public and their property.

3.6 Monuments. Before any work which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys is performed under this Franchise, Grantee shall reference all such monuments and markers. Reference points shall be so located that they will not be disturbed during Grantee's operation under this Franchise. The replacement of all such monuments and markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Engineer. The cost of monuments or makers lost, destroyed, or disturbed, and the expense of replacement of approved monuments shall be borne by Grantee.

3.7 Wetlands. All work shall be performed by Grantee in a manner to avoid or minimize impacts on wetlands contained within the County Rights-of-Way. Wetland impacts may occur where work related to installation, maintenance and/or repair of Grantee's facilities occurs in the wetland, or near enough to decrease the wetland's functional values. If Grantee is unable to perform its work without wetland impacts, it shall be responsible to take measures to mitigate those wetland impacts. Those mitigation measures within the County Rights-of-Way shall be in compliance with all applicable Federal, State, and County laws and regulations and/or County policies.

3.8 Applicable Laws. Grantee shall comply with all Federal, State and County laws, rules and regulations applicable to any work, facility or operation of Grantee upon County Rights-of-Way.

#### SECTION 4 RELOCATION OR REMOVAL OF UTILITY FACILITIES

4.1 Relocation or Removal. In the relocation or removal of Grantee's Utility Facilities, Grantee shall comply with Section 13.56.150 TCC.

#### SECTION 5 INTERFERENCE WITH OTHER UTILITIES

5.1 Interference Prohibited. All construction or installation of Grantee's Utility Facilities, service, repair, or relocation of the same, performed along or under any County Rights-of-Way shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of such County Rights-of-Way or other County property.

#### SECTION 6 HAZARDOUS SUBSTANCES AND CONDITIONS

6.1 Hazardous Substances. Grantee agrees that it will not cause nor permit in any manner, including accidental or non-negligent acts or omissions, release of any hazardous substance, waste, or pollutant or contaminant into or upon any County Rights-of-Way contrary to any State or Federal law with respect thereto. Grantee shall promptly notify the Director or the Engineer and the State Department of Ecology in writing of such release. Grantee shall be completely liable for any and all consequences of such release, including liability under any Federal or State law or at common law. Grantee shall indemnify and hold the County harmless from any and all liability resulting from such a release and shall



have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from such a release. The County shall be entitled to full contribution for all costs incurred by the County as the result of any release of such materials by Grantee. Upon any release of a hazardous substance by Grantee, the County may give immediate notice of termination of this Franchise, or enter the Franchised premises and take whatever steps it deems appropriate to cure the consequences of such release, all at the expense of Grantee.

**6.2 Hazardous Conditions.** Whenever the Engineer determines that any conditions or operations caused by any activity covered by this Franchise have become a hazard to life and limb, endanger property or public resources, or adversely affect the safety, use, or stability of County Rights-of-Way, the Engineer shall notify Grantee in writing of the property upon which the condition or operation is located, or other Person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this Franchise. Should the Engineer have reasonable cause to believe that the situation is so adverse as to preclude written notice, the Engineer may take the measures necessary to eliminate the hazardous situation, provided that the Engineer shall first make a reasonable effort to notify Grantee before acting. If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted, the Engineer shall have the authority to forfeit the bond or other security to recover costs incurred.

## SECTION 7 AESTHETIC AND SCENIC CONSIDERATIONS

**7.1 Design and Construction.** In addition to the requirements of Sections 13.56.270 and 13.56.280 TCC, Grantee shall design and construct its Utility Facilities installations in a manner that minimizes the adverse effect on existing roadside manmade or natural amenities.

**7.2 Refuse and Debris.** Grantee shall promptly remove and properly dispose of refuse and debris resulting from the installation or maintenance of its Utility Facilities once the work is completed.

## SECTION 8 GRADING OR EXCAVATING BY COUNTY

**8.1 Grading and Excavating.** This Franchise shall not preclude the County, its agents, employees or contractors from grading, excavating, or doing other necessary road work contiguous to Grantee's Utility Facilities.

## SECTION 9 VACATION

**9.1 Termination of Franchise.** If the County vacates all or portion of any County Rights-of-Way which is subject to rights granted by this Franchise, and said vacation is for the purpose of acquiring the fee or other property interest in said Rights-of-Way for the use of the County in either its proprietary or governmental capacity, the Board may, at its option and by giving forty-five (45) days written notice to Grantee, terminate this Franchise with reference to any County Rights-of-Way so vacated, and the County shall not be liable for



any damages or loss to the Grantee by reason of such termination.

9.2 Easement. Whenever a County Right-of-Way or any portion thereof is vacated upon a finding that it is not useful and the public will be benefited by the vacation, the County may retain an easement in respect to the vacated land for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized under this Franchise or physically located on a portion of the land being vacated, but only in accordance with the provisions of RCW 36.87.140. The County shall not be liable for any damages or loss to the Grantee by reason of any such vacation.

#### SECTION 10 RIGHTS AND POWERS RESERVED TO THE COUNTY

10.1 Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the Board or the people of Thurston County acting for themselves through the initiative or referendum process to repeal, amend, or modify this Franchise. In the event of an exercise of eminent domain by the County, this Franchise itself shall have no value.

10.2 Police Power. In granting this Franchise, the County does not waive any of its police powers to regulate the use of County Rights-of-Way in the interest of public health, safety, and general welfare.

10.3 Compensation. The Franchise granted hereunder is subject to the County's right, which is expressly reserved, to annually fix a fair and reasonable compensation for the authorization granted hereunder, and to reimburse the County's costs in connection with administration and oversight of this Franchise, and in connection with reviewing, inspecting, monitoring and supervising the use and occupancy of the Rights-of-Way. Nothing herein shall prohibit the County and Grantee from agreeing upon the compensation to be paid.

10.4 Nonwaiver of Rights. The County and Grantee agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Franchise does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Franchise at a subsequent time.

#### SECTION 11 RELEASE, INDEMNIFICATION AND HOLD HARMLESS

11.1 In addition to and distinct from the insurance requirements of this Franchise, Grantee releases and shall defend, indemnify and hold harmless County, its elected and appointed officers, officials, employees, agents, and representatives (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses, including, but not limited to, those of Grantee's lessees, (except those damages caused solely by the negligence of the Indemnitees), and also including, but not limited to, reasonable attorneys' fees:

- a. arising out of or alleged to arise out of any claim for damages for Grantee's violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person;



- b. arising out of or in connection with Grantee's acts or omissions during the installation of any Utility Facilities, the performance of any work, the operation of any Utility Facilities or Grantee's system; and
- c. arising out of or in connection with the acts or omissions of Grantee or any of its suppliers or contractors of any tier, or anyone acting on Grantee's behalf in connection with said installation of Utility Facilities, performance of work, or operation of Utility Facilities or Grantee's system.

11.2 In the event an action or suit is brought against the Indemnitees for damages arising out of or by reason of the above-mentioned causes, Grantee will, upon notice to it of the commencement of such action or suit, defend the same at its sole cost and expense, and in case judgment shall be rendered against the Indemnitees, Grantee will fully satisfy said judgment within ninety (90) days after action or suit shall have finally been determined, if determined adversely to the Indemnitees.

11.3 Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of Persons, including officers, agents, and employees of any Person including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused or contributed to directly or indirectly by the erection, maintenance, presence, operation, use or removal of Grantee's Utility Facilities or installations of Utility Facilities including any claims or demands of customers of Grantee with respect thereto. It is further specifically understood that the indemnification provision provided herein constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

11.4 Indemnitees shall not be liable to Grantee or to Grantee's customers, and Grantee hereby indemnifies, protects and saves harmless the Indemnitees against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by Grantee's customers, or for any interruption to the service of Grantee, or for interference with the operation of the Utility Facilities.

11.5 Inspection or acceptance by the County of any work performed by Grantee shall not be grounds for avoidance by Grantee of any of its obligations under this Section. Said indemnification and hold harmless obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

11.6 In the event of liability for damages arising out of bodily injury to Persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the County, Grantee's liability hereunder shall be only to the extent of Grantee's negligence.

11.7 To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless provisions shall apply to and be for the benefit of the Indemnitees. In the event the County incurs costs or expenses to enforce the hold harmless and indemnification provision of this Franchise, such costs shall be recoverable



in full from Grantee.

11.8 The provisions of Section 11 shall survive the expiration or termination of this Franchise. Further, all provisions of Section 11 shall apply to the successors, assigns and lessees of Grantee.

## SECTION 12 INSURANCE

12.1 Grantee Insurance. As a condition of this Franchise, Grantee shall secure and maintain the following liability insurance policies for the duration of this Franchise:

- a. Commercial General Liability insurance, and if necessary, Umbrella Liability insurance, which will cover bodily injury, property damage, and any other exposure which can be reasonably identified as potentially arising from the Grantees activities within the Rights-of-Way. The limit of liability shall not be less than one million dollars (\$1,000,000) each occurrence. The County, its elected and appointed officers, officials, employees, agents, and representatives shall be named as additional insureds with respect to activities occurring within its Rights-of-Way. Coverage shall be comprehensive with respect to the Grantee's activities within the Rights-of Way and shall include completed operations, collapse, explosions and underground hazards.
- b. Business Automobile Liability insurance for owned, non-owned and hired vehicles with limits of not less than one million dollars (\$1,000,000) per person, two million dollars (\$2,000,000) per accident.
- c. Workers' Compensation insurance as required by Title 51, RCW and Employers Liability Coverage with a limit of not less than one million dollars (\$1,000,000) per occurrence.
- d. The insurance policies required by this section shall be maintained at all times by the Grantee. Each liability policy shall be endorsed to require the insurer to notify the County at least 45 days before the policy can be canceled by either party, and to require notice of cancellation due to non-payment of premium to be mailed to the Director as well as the named insured. The Grantee will be obligated to replace or renew the canceled or expiring policy and show proof in the form of a certificate of insurance, at least 20 days before the expiration or cancellation of the existing policy(s).
- e. The Grantee shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section. The certificate will, at a minimum, list limits of liability, coverage, and all exclusions.
- f. The Grantee or its agent will provide a copy of any and all insurance policies specified in this Franchise upon request of the Director.



g. The insurance limits mandated for any insurance coverage required by this Franchise are not intended to be an indication of limits of exposure nor are they limitations on liability or indemnification.

### SECTION 13 LIMITATION OF LIABILITY

13.1 Limitation of Liability. The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County, its elected and appointed officers, officials, agents, employees, and representatives for any injury or damage from the failure of Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the County; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the County; or for the accuracy of plans submitted to the County.

### SECTION 14 TERMINATION OF FRANCHISE

14.1 Default by Grantee. If Grantee defaults on any term or condition of this Franchise, the County may terminate this Franchise. Upon termination of the Franchise, all rights of Grantee hereunder shall cease.

14.2 Procedure. If the Grantee does not comply with any term or condition of this Franchise for a period of thirty (30) days following written demand by the Engineer to so comply, the Engineer may request the Board to terminate this Franchise. The Board shall give the Grantee at least ten (10) days written notice of the Board's intention to terminate the Franchise on a designated Board meeting day. At such meeting, the Board shall consider the request of the Engineer and hear any Person desiring to be heard on the Franchise termination. If the Board determines that Grantee's default justifies revocation or termination of the Franchise, the Board may pass a resolution declaring that the Franchise is revoked or terminated.

14.3 Termination of Franchise. At the expiration of the term of this Franchise or upon its revocation or termination, the County shall have the right to require Grantee to remove its Utility Facilities within ninety (90) days from the County Rights-of-Way. The Grantee shall be liable for any costs incurred in removing any Utility Facilities of the Grantee and restoring any County Rights-of-Way. If Grantee fails to remove its Utility Facilities in the time frame required by the County, the County may perform the work and collect the cost thereof from the Grantee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of the Grantee effective upon filing of the lien with the County Auditor.

14.4 Force Majeure. Grantee shall not be deemed in default of any provisions of this Franchise or subjected to any penalty hereunder, where performance or compliance is prevented by acts of nature, civil emergencies, natural disasters, or other such circumstances beyond Grantee's control.



## SECTION 15 TRANSFERS OR ASSIGNMENT

15.1 **Board Consent.** Neither this Franchise nor any interest therein shall be sold, transferred or assigned without the prior written approval of the Board, which shall not unreasonably withhold approval. No sale, transfer, or assignment of this Franchise shall be effective until the vendee, transferee, or assignee has filed in the Office of the County Auditor an instrument duly executed reciting the facts of such sale, transfer, or assignment, and agreeing to perform all terms and conditions of this Franchise. Neither this Section nor other Sections of this Franchise shall preclude the mortgaging, hypothecating, or the assignment of certain rights in the system, or the pledge of stock by Grantee for the purpose of financing. In no event shall a transfer, assignment, or disposal of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the County.

15.2 **Binding on Successors.** All provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of Grantee, and all privileges, as well as all obligations and liabilities of Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned wherever Grantee is mentioned.

## SECTION 16 INCORPORATION/ANNEXATION

16.1 **City or Town.** If any Rights-of-Way covered by this Franchise is incorporated into the limits of any city or town, this Franchise shall terminate as to any Rights-of-Way within the corporate limits of such city or town; but this Franchise shall continue as to County Rights-of-Way not incorporated into a city or town.

16.2 **New County.** If, pursuant to Article XI, §3, of the Washington Constitution, territory is stricken or taken from the County and a new county is established from the territory taken from the County, this Franchise shall terminate as to any Rights-of-Way within the territory so taken to establish the new county; but this Franchise shall continue as to County Rights-of-Way not taken from the County.

## SECTION 17 EFFECTIVE DATE

17.1 **Effective Date.** Within thirty (30) days after adoption of this Franchise by the Board, this Franchise may be accepted by Grantee by executing this Franchise in duplicate, filing it with the Clerk of the Board, and paying publication costs set out in Section 19.1 of this Franchise. Further, the executed Franchise shall be returned accompanied by the required evidence of insurance as provided in Section 12 of this Franchise. In the event Grantee fails to accept this Franchise or fails to comply with all conditions of acceptance as set forth herein within thirty (30) days after adoption by the Board, this Franchise shall be null and void.

## SECTION 18 GOVERNING LAW AND VENUE

18.1 **Governing Law.** This Franchise has been and shall be construed as having

RESOLUTION - 11



THURSTON COUNTY

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Thurston Co., WA

been made and executed within the State of Washington, and the parties stipulate that this Franchise shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

18.2 **Venue.** Any action at law, suit in equity, or judicial proceeding arising out of this Franchise shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

#### SECTION 19 PUBLICATION AND NOTICES

19.1 **Cost.** Grantee shall assume the costs of publication associated with this Franchise as such publication is required by law.

19.2 **Notices.** Except as provided herein, any notices required or permitted to be given under this Franchise shall be deemed properly served when deposited with the United States Postal Service, postage paid, addressed to the party to receive same.

Notice to the County shall be sent to:

Thurston County Roads & Transportation Services Department  
2404-A Heritage Court SW  
Olympia, WA 98502-6031

Notice to Grantee shall be sent to:

Prairie Ridge Water Company  
7009 44<sup>th</sup> Ave NE  
Olympia WA 98516

Grantee shall promptly notify the County of any change in notice address.

#### SECTION 20 SEVERABILITY

20.1 If a court of competent jurisdiction holds any part, term or provision of this Franchise to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Franchise did not contain the particular provision held to be invalid. The invalidity of any portion of this Franchise shall not abate, reduce or otherwise affect any consideration or other obligation required of Grantee or any grant of right by the County.

20.2 If it should appear that any provision of this Franchise is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

20.3 Should the County determine that the severed portions substantially alter the Franchise so that the original intent and purpose of this Franchise no longer exists, the County may, in its sole discretion, terminate this Franchise without cost or penalty.



## SECTION 21 ENTIRE AGREEMENT

21.1 Entire Agreement. The parties agree that this Franchise is the complete expression of the terms and conditions hereunder, and supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties. Any oral or written representations or understandings not incorporated herein are specifically excluded. This Franchise is executed in duplicate originals and executed by the persons signing below who warrant that they have the authority to execute this Franchise.

ADOPTED: July 2, 2001

ACCEPTANCE:

Robert R. Drophman d/b/a Prairie Ridge Water Company

By: Robert R. Drophman

(Authorized Representative)

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

S. Johnson  
Chairman

Cathy Wolfe  
Commissioner

Wane Dugard  
Commissioner

Title: Owner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

EDWARD G. HOLM  
PROSECUTING ATTORNEY

By: Catherine S. Talmi

Deputy Prosecuting Attorney

RESOLUTION - 13



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**EXHIBIT A to Resolution No. 12535**

**Franchise Area Legal Description  
for construction, operation, and/or maintenance of a  
Water system  
within Thurston County Rights-of-Way**

The franchise area lies within the plat of Prairie Ridge Divisions 1, 2 and 3, PRRD-990926 (Prairie Ridge Division 4) and LL-0980504 (AF# 3269425), which lie within Section 34, Twp. 19 N., Rng. 1 W., W.M.



722301

AGREEMENT TO SUPPLY WATER

THIS AGREEMENT made and entered into this date by and between John D. Swift, hereinafter called Developer, and the Back 40 Rod-Gun Club Incorporated, hereinafter called Owner,

WITNESSETH:

Whereas the Owner has an existing well casing located on the East 350 feet of the southwest quarter of the southeast quarter of Section 34, Township 19 North, Range 1 West, W.M., and said well casing cannot be utilized for supplying water without additional investment for extending and developing the casing, installation of pump, storage tank and housing. Said investment is considered excessive for the benefit derived by the general membership.

Whereas the Developer intends to construct, operate and maintain a water system to serve property surrounding the East 350 feet of the southwest quarter of the southeast quarter of Section 34, Township 19 North, Range 1 West, W.M., and said water system will be capable of supplying adequate service to meet the domestic needs of the Owner.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS

1. Developer agrees at his own expense to render the existing well casing of the Owner capable of supplying water and to install all necessary pumps, tanks and controls; to operate and maintain said installation in satisfactory condition to supply the Owner free of charge or expense adequate water service to meet the domestic needs of the Owner.
2. Owner agrees that in return for development of the well and free water service that said Owner conveys to the Developer a perpetual easement for the construction,

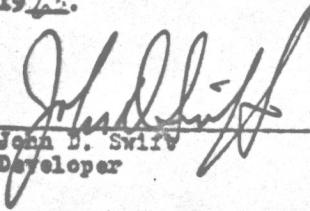
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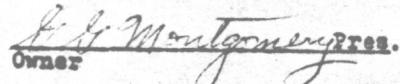
maintenance and operation of a water system, over, across and upon the East 330 feet of the southwest quarter of the southeast quarter of Section 34, Township 19 North, Range 1 West, W.M.

3. It is understood and agreed that said easement granted by the Owner is valid only insofar as the water service rendered by the Developer is adequate to meet the domestic need of the Owner as delivered through a three-quarter inch (3/4") service.

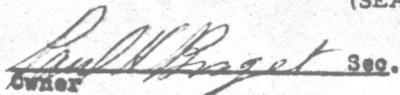
DATED at Olympia, Washington this 12<sup>th</sup> day of July.

1945

  
John D. Swift  
Developer

  
F. G. Montgomery Pres.  
Owner

(SEAL)

  
Paul H. Bragget Sec.  
Owner

STATE OF WASHINGTON }  
COUNTY OF THURSTON } ss.

This is to certify that on this 23 day of July,  
1945 before me the undersigned, a Notary Public, personally  
appeared John D. Swift to me known to be the person who execu-  
ted the foregoing instrument and acknowledged to me that he  
signed the same as his free and voluntary act and deed for the  
purposes herein mentioned.

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

  
Betty M. Hersey  
Notary Public in and for the State  
of Washington, residing at Olympia

722301

STATE OF WASHINGTON }  
COUNTY OF THURSTON } ss.

On this 12 day of July, 1965, before me the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the President and Secretary, respectively, of First Mtn Club Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that They authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Bettie M. Mayfield  
Notary Public in and for the State  
of Washington, residing at Olympia



*Joh D. Smith, Inc.  
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Dept*

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SUPPLEMENTAL AGREEMENT

THIS agreement made and entered into this date by and between John D. Swift, hereinafter referred to as the Developer and the following individuals: Clifford H. Kyllonen, Philip Oliphant, M. B. Patterson, Les Walderstead, Donald Horne, Paul Braget, thereinafter referred to as Owner, WITNESSETH:

Whereas the Owner and the Developer have previously entered into an agreement recorded under Auditor's File # 722301, and whereas the State Board of Health administers rules to protect sources of Public Water supplies;

NOW THEREFORE IT IS AGREED

That the agreement under Auditor's File # 722301 be amended to include the following:

" THE OWNER may make any use of the property described in said Auditor's File # 722301 not inconsistant with the Developer's use thereof for a public water system under the rules and regulations of the State Board of Health."

DATED this 19<sup>th</sup> day of May, 1971.

  
\_\_\_\_\_  
John D. Swift  
Developer

Individual Owners

1. Clifford H. Kyllonen  
Clifford H. Kyllonen
2. Philip Oliphant  
Philip Oliphant
3. M. B. Patterson  
M. B. Patterson
4. Les Walderstead  
Les Walderstead
5. Donald Horne  
Donald Horne
6. Paul Braget  
Paul Braget

662434

STATE OF WASHINGTON )  
County of Thurston )ss.

This is to certify that on this 19<sup>th</sup> day of May, 1971 before me the undersigned, a Notary Public, personally appeared JOHN D. SWIFT to me known to be the person who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes herein mentioned.

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

Notary Public in and for the State of  
Washington, residing at Olympia

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

This is to certify that on this 19<sup>th</sup> day of July, 1971  
before me the undersigned, a Notary Public, personally appeared  
Clifford H. Kyllonen, Philip Oliphant, M.B. Patterson, Les Walderstead,  
Donald Horne, Paul Braget to me known to be the individuals who executed  
the foregoing instrument and acknowledged to me that they signed the  
same as their free and voluntary act and deed for the purposes herein  
mentioned.

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

Notary Public in and for the State of  
Washington, residing at Olympia

FRASER COUNTY  
WASH.

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PIONEER NATIONAL  
TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

CLIFFORD H. KYLLONEN  
21010 South Bay Road  
OLYMPIA, WASH  
98526

THIS SPACE RESERVED FOR RECORDER'S USE

1109683

THURSTON COUNTY  
OLYMPIA, WASH.

APR 16 12 04 PH '80

RECEIVED  
SAM S. PFEIS, AUDITOR  
Kao  
1980

758548

REVENUE STAMPS

1109683

FORM L-56 R

### Quit Claim Deed

PHILIP OLIPHANT AND BETTY OLIPHANT, HIS WIFE; LES WALLERSTEDT, AS HIS SEPARATE PROPERTY; CLIFFORD H. KYLLONEN AND DELORES F. THE GRANTOR KYLLONEN, HIS WIFE; PAUL H. BRAGET AND AGNES L. BRAGET, HIS WIFE; DONALD K. HORNE AND CATHERINE M. HORNE, HIS WIFE; AND M. B. PATTERSON AND LINEA M. PATTERSON, HIS WIFE.

for and in consideration of

#### EASEMENT RIGHTS ONLY

convey and quit claim to

B & W CONSTRUCTION, INC., A WASHINGTON CORPORATION

the following described real estate, situated in the County of

THURSTON

State of Washington including any interest therein which grantor may hereafter acquire:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 30 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF [REDACTED] SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

EXCEPT THE SOUTH 30 FEET FOR HAWKS PRAIRIE ROAD.

Real Estate Deed Tax P. 117  
1100681 4-16-80  
M.B. Patterson, Treas.  
Linea M. Patterson, Deputy  
Paul H. Bragert  
Agnes Bragert

Dated this 4th

day of APRIL, 1980

Clifford H. Kyllonen  
DeLores F. Kyllonen

STATE OF WASHINGTON,

County of Thurston

On this day personally appeared before me [REDACTED] PHILIP OLIPHANT and BETTY OLIPHANT, LES WALLERSTEDT, CLIFFORD H. KYLLONEN AND DELORES F. KYLLONEN, PAUL H. BRAGET AND AGNES L. BRAGET, M. B. PATTERSON AND LINEA M. PATTERSON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

4 day of APRIL, 1980

Pioneer National Title Insurance Co.  
Thurston County Office

FILMED

APR 16 1980

Notary Public in and for the State of Washington,  
residing at [REDACTED]

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## DECLARATION OF SHORT SUBDIVISION AND COVENANTS

Know all men by these presents:

That we the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number SS-1500 on the 12<sup>th</sup> day of June, 1978, by the Planning Department, subject to the following covenants and conditions:

(1) That the land described by this declaration may not be further divided in any manner by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Thurston County, pursuant to the provisions of Chapter 58.17 RCW, and the regulations of the Platting and Subdivision Ordinance and subject to penalties attendant thereto;

(2) That all subsequent deeds will contain provisions for private streets in the manner described herein;

(3) That all maintenance of any private street described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such street is improved to the subdivision standards and dedicated to and accepted by the appropriate governmental jurisdiction;

(4) That any private street will be subject to the further right of the grantor or his successor and of any telephone, electric, gas, water, or sewer company, public or private, to lay or cause to be laid and the right of ingress or egress for the purpose of maintaining telephone, electric, gas, water or sewer pipes, mains, or conduits across a described portion of such street;

(5) That with respect to any private street described by this declaration whether it remains private or becomes a dedicated street, there is the additional right to make all necessary slopes for cuts and fills; and the right to continue to drain said streets and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the streets and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the streets and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights-of-way or to hamper proper street drainage;

(6) That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein;

(7) That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, and his heirs, successors and assigns enforceable only by such persons, are attached hereto either as exhibits or as previously recorded under Auditor's File #712301 and incorporated by reference as though fully set out herein;

(8) We the undersigned hereby dedicate to the use of the public forever, all streets, avenues, places and sewer easements or whatever public property there is shown on the attached short plat and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes; also, the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, avenues, places, etc., shown thereon.

(9) We the undersigned hereby waive all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of said road.

(10) We the undersigned hereby acknowledge that this short subdivision has been made with our free consent and in accordance with our desires.

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SS1500

That, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of the appropriate local governmental jurisdiction, and the local government and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

Dated this 16 day of APRIL, 1980

Betty Jane Oliphant  
(Grantor)

**(Grantor)**

Philip Oliphant  
(Grantor)

Paul H. Prager  
(Grantor)

Delores F. Tyllonen  
(Grantor)

James Bryant  
(Grantor)

Les Wallerstedt  
(Grantor)

Clifford Kyllonen  
(Grantor)

Donald K. Horne  
(Grantor)

Moselle B. Patterson,  
(Grantor)

Catherine Louise (Lynn) Patterson  
(Grantor) (Grantor)

STATE OF WASHINGTON. } PHILIP OLIPHANT, BETTY OLIPHANT,  
County of Thurston } SS. LIS WALLERSTREET, CLIFFORD H. KYLLOON, JR.  
 } JULIAELLA R. KYLLOON, PAUL H. BRAGG, AGNES L. REED,  
 } DONALD H. KYLLOON, CATHERINE M. HALEY, M. B. PATRICK,  
 } AND LINDA M. HALEY, JR.

to me known to be the individual so described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of August, 1960.

Notary Public in and for the State of Washington  
residing at 26-222-0-2

**AUDITOR'S CERTIFICATE**

Filed for record at the request of PNT this 13 day of June, 1986 at 00 minutes past 12:00 o'clock m., and recorded in Volume 14 of Short Plats, on page 528, Records of Thurston County, Washington.

Thurston County Auditor

By: G. Maher  
Deputy

A rectangular stamp with diagonal text. The top line reads "THURSTON COUNTY". Below that, "OLYMPIA, WASH." is written. The bottom line contains the date "JJN 13 12 05 PH '00". To the right of the date, there is handwritten text "DNT" and "MONITOR".

121 14 539

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JUN 14 1980

1114064

SS 1500



PIONEER NATIONAL  
TITLE INSURANCE

SHORT PLAT CERTIFICATE

REFER TO: T-58548

BOARD OF COUNTY COMMISSIONERS  
OF THURSTON COUNTY  
OLYMPIA, WASHINGTON

GENTLEMEN:

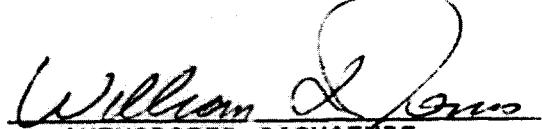
THIS IS A CERTIFICATE AS OF APRIL 16, 1980 AT 8:00 A.M. FOR A PLAT OF THE FOLLOWING PROPERTY:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

THIS COMPANY CERTIFIES THAT RECORD TITLE IS VESTED IN PHILIP OLIPHANT AND BETTY OLIPHANT, HIS WIFE; LES WALLERSTEDT, AS HIS SEPARATE PROPERTY; CLIFFORD H. KYLLONEN AND DELORES F. KYLLONEN, HIS WIFE; PAUL H. BRAGET AND AGNES L. BRAGET, HIS WIFE; DONALD K. HORNE AND CATHERINE M. HORNE, HIS WIFE; AND M. B. PATTERSON AND LINEA M. PATTERSON, HIS WIFE, FREE FROM ALL LIENS, ENCUMBRANCES AND OBJECTIONS, EXCEPT AS FOLLOWS:

1. TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREFORE.
2. PERPETUAL EASEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF A WATER SYSTEM OVER, ACROSS AND UPON AN UNSPECIFIED PORTION OF SAID PREMISES, GRANTED BY INSTRUMENT RECORDED AUGUST 3, 1965 UNDER AUDITOR'S FILE NO. 722301, AND AMENDED BY INSTRUMENT RECORDED MARCH 29, 1972 UNDER AUDITOR'S FILE NO. 862434.
3. EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 30 FEET OF SAID PROPERTY AS GRANTED BY INSTRUMENT RECORDED APRIL 16, 1980 UNDER AUDITOR'S FILE NO. 1109683.

PIONEER NATIONAL TITLE INSURANCE COMPANY

  
AUTHORIZED SIGNATURE  
WILLIAM L. JONES

IN THE COUNTY OF THURSTON, STATE OF WASHINGTON

THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M., EXCEPTING THEREFROM THE WEST 140 FEET OF THE SOUTH 341 FEET, AND EXCEPT THE SOUTH 30 FEET OF THE REAMINDER FOR COUNTY ROAD KNOWN AS HAWK'S PRAIRIE ROAD, AND EXCEPT THE NORTH 20 FEET FOR COUNTY ROAD KNOWN AS STILLWELL ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE WEST 30 FEET OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWK'S PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

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JUN 14 1980

LEGAL DESCRIPTIONS OF PARCELSPARCEL NO. 1 OF SHORT SUBDIVISION NO. SS 1500 DESCRIBED AS FOLLOWS:

THE SOUTH 341 FEET OF THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

EXCEPTING THEREFROM THE WEST 140 FEET, AND  
EXCEPT THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS HAWK'S PRAIRIE ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWK'S PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 30 FEET.

SUBJECT TO AN EASEMENT FOR WATER PIPELINES AND RELATED RIGHTS OVER, UNDER AND ACROSS THE NORTH 5 FEET OF THE EAST 120 FEET.

PARCEL NO. 2 OF SHORT SUBDIVISION NO. SS 1500 DESCRIBED AS FOLLOWS:

THE NORTH 195.6 FEET OF THE SOUTH 536.6 FEET OF THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWK'S PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 30 FEET.

SUBJECT TO AN EASEMENT FOR WATER PIPELINES AND RELATED RIGHTS OVER, UNDER AND ACROSS THE SOUTH 5 FEET OF THE EAST 120 FEET.

PARCEL NO. 3 OF SHORT SUBDIVISION NO. SS 1500 DESCRIBED AS FOLLOWS:

THE NORTH 195.6 FEET OF THE SOUTH 732.2 FEET OF THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWK'S PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 30 FEET.

PARCEL NO. 4 OF SHORT SUBDIVISION NO. SS 1500 DESCRIBED AS FOLLOWS:

THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

EXCEPTING THEREFROM THE SOUTH 732.2 FEET, AND  
EXCEPT THE NORTH 30 FEET FOR COUNTY ROAD KNOWN AS STILLWELL ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWK'S PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

(CONTINUED)

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JUN 14 1980

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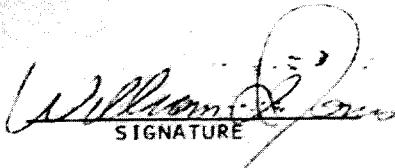
PARCEL NO. 4 CONTINUED:

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER  
AND ACROSS THE EAST 30 FEET.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTIONS ARE ACCURATE AND IN COMPLI-  
ANCE WITH THE SUBDIVISION CODE. SAID DESCRIPTIONS ARE NOT BASED UPON A  
RECORDED SURVEY.

SUBMITTED THIS 18 DAY OF APRIL, 1980.

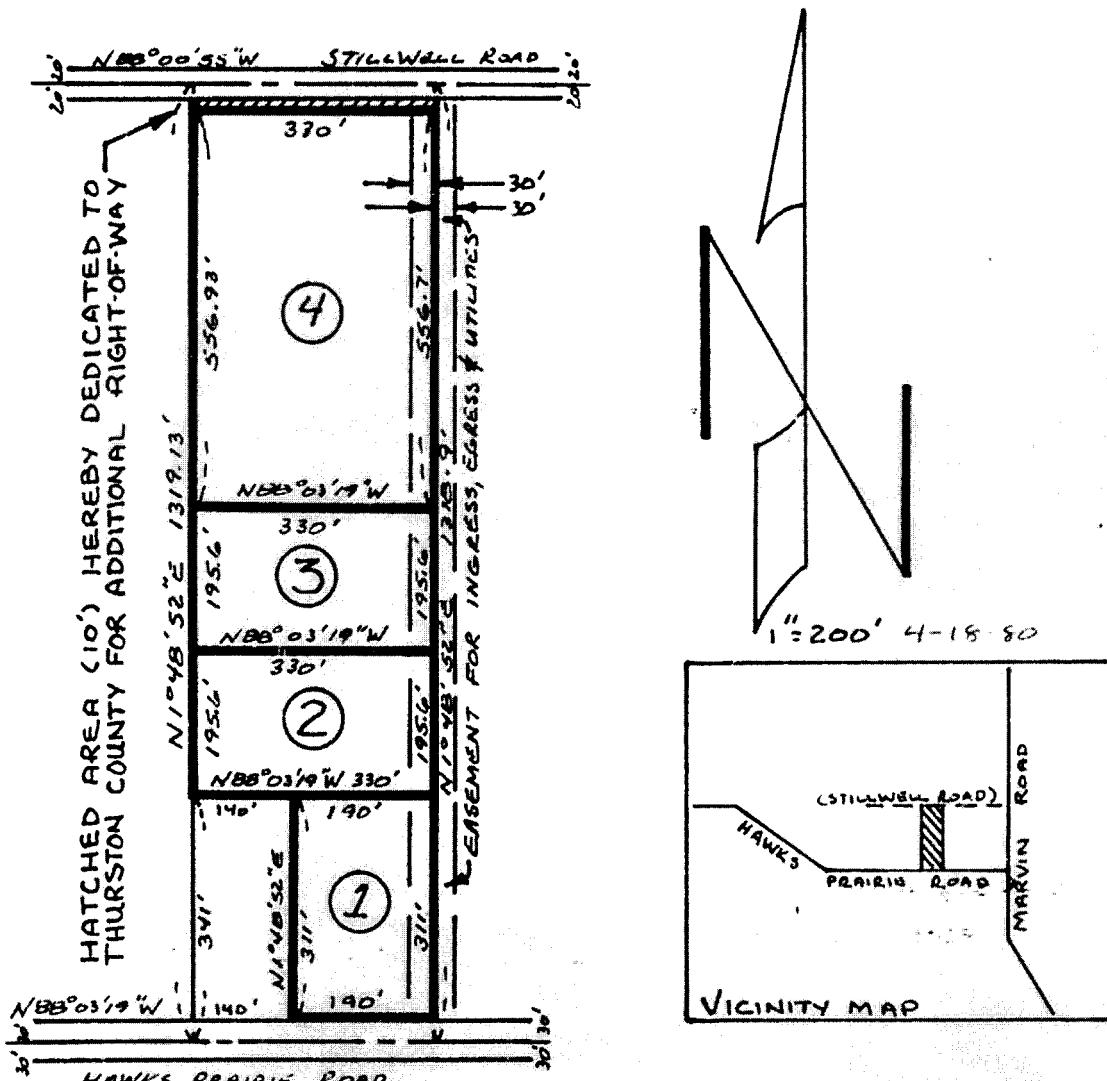
PIONEER NATIONAL TITLE INSURANCE COMPANY  
NAME OF TITLE COMPANY OR SURVEYOR

  
SIGNATURE

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JUN 14 1980

## SHORT SUBDIVISION MAP



NOTE: Reviewed and approved for one single family residence per lot on Marvin Road water company. Special design sewage disposal systems will be required.

THE EAST 330 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M.

EXCEPTING THEREFROM THE WEST 140 FEET OF THE SOUTH 341 FEET, AND

EXCEPT THE SOUTH 30 FEET OF THE REMAINDER FOR COUNTY ROAD KNOWN AS

HAWKS PRAIRIE ROAD, AND

EXCEPT THE NORTH 20 FEET FOR COUNTY ROAD KNOWN AS STILLWELL ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE WEST 30 FEET OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34 LYING NORTH OF HAWKS PRAIRIE ROAD AND SOUTH OF STILLWELL ROAD.

## CERTIFICATION OF APPROVAL

I HEREBY CERTIFY THAT THIS SHORT SUBDIVISION COMPLIES WITH THE CONDITIONS AS SET FORTH IN THE SUBDIVISION CODE, AND IS APPROVED THIS 12<sup>th</sup> DAY OF June 1980, SUBJECT TO RECORDING WITH THE AUDITOR OF THURSTON COUNTY AND UNDER THE CONDITIONS SET FORTH IN THE ATTACHED DECLARATION OF SHORT SUBDIVISION.

Jacqueline B. Desser, PLANNING DEPARTMENT

VOL. 14 PAGE 534 FILMED JUN 14 1980

**When Recorded Return To:**

Cascadia Law Group PLLC  
Attn: Joseph A. Rehberger  
606 Columbia Street NW, Suite 212  
Olympia, Washington 98501

30 MAY '14 723746

**Thurston County Treasurer**

Real Estate Excise Tax Paid 118.66

By Dan Deputy

**Document Title(s) (or transactions contained therein):**

**THURSTON COUNTY TITLE CO.**

Quit Claim Deed (Easements)

(34) M4092

**Reference Number(s) of Documents assigned or released:**

722301; 1109683; 1114064; 3558024

**Grantor(s) (Last name first, then first name and initials):**

Swift Asset Management, Inc.

**Grantee(s) (Last name first, then first name and initials):**

Public Utility District No. 1 of Thurston County

**Legal description:**

PTN Sections 2 and 3, T. 18 N., R. 1 W. W.M, and Sections 27, 34, and 35, T. 19 N., R. 1 W. W.M.

Full legal description is on page(s) Ex. A of document.

**Assessor's Property Tax Parcel/Account Numbers:**

i9-34-430100

When recorded return to:

Cascadia Law Group PLLC  
Attn: Joseph A. Rehberger  
606 Columbia Street NW, Suite 212  
Olympia, Washington 98501

**QUIT CLAIM DEED  
(Easements)**

GRANTOR, the SWIFT ASSET MANAGEMENT, INC., a Washington municipal corporation sometimes d/b/a Marvin Road Water Company, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby assigns, conveys, and quit claims to the PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY, a Washington municipal public utility district, without warranty, Grantor's interest in the following described easements for utility purposes, situated in the County of Thurston, State of Washington:

All easements, easement interests, rights-of-way, and franchises, however denominated, whether express or implied, appurtenant to or used for and in support of those certain water systems described as the Hawk Acres (Marvin Road) Water System, identified by Department of Health (DOH) Water System Identification No. 31845, including but not limited to those easement interests identified on the attached Exhibit A.

Situate in County of Thurston, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

SWIFT ASSET MANAGEMENT, INC.

By: John  
\_\_\_\_\_, its President

By: M. H. M.  
\_\_\_\_\_, its Secretary

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Elaine Swift Bair is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of the **Swift Asset Management, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-30-14

中華人民共和國  
廣東省人民代表大會常務委員會  
關於修改《廣東省人民代表大會常務委員會組織法》的決定  
廣東省第十二屆人民代表大會常務委員會第十二次會議  
2016年1月12日通過

Notary name printed or typed Yolanda Hernandez  
Notary Public in and for the State of Washington  
Residing at Spokane  
My appointment expires: 11-12-16

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Marilyn Pretzelas is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Secretary of the **Swift Asset Management, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-30-14 (cm)

ONCE A THIEF  
BY RICHARD BURTON  
A LITTLE PEGGY  
A LITTLE RICHARD  
BY RICHARD BURTON  
BOSTON, MASS., 12, 2016

Notary name printed or typed: Cynthia Thompson  
Notary Public in and for the State of Washington  
Residing at Seattle  
My appointment expires: 11-12-16

**EXHIBIT A**

**Real Property Legal Description  
(Easements)**

**Hawk Acres (Marvin Road) Water System**

All easements, easement interests, rights-of-way, and franchises, however denominated, whether express or implied, related to Hawk Acres (Marvin Road) Water System, identified by Department of Health Water System Identification No. 31845, including but not limited to:

1. Easement as referenced in Agreement dated July 12, 1965, recorded under Auditor's File No. 722301.
2. Easement for ingress, egress, and utilities over, under, and across the East 30 feet of the property described therein per instrument recorded April 16, 1980 under Auditor's File No. 1109683.
3. Easement(s) for ingress, egress, and utilities as delineated on Short Subdivision No. SS-1500, recorded June 13, 1980 under Auditor's File No. 1114064.
4. Thurston County Resolution No. 12976, a Non-Exclusive Franchise, dated June 23, 2003, recorded July 31, 2002 under Auditor's File No. 3558024.

Within PTN Sections 2 and 3, T. 18 N., R. 1 W. W.M, and Sections 27, 34, and 35, T. 19 N., R. 1 W. W.M.

Situate in County of Thurston, State of Washington.