

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for October 3, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board. Present in audience: Sharon Paradis.

Consent Agenda

Motion - Mr. Koch: I move we accept the consent agenda for October 3, 2005, as presented:

1. Approval of **Resolution 2005-395** to write off uncollectible debt for TRAC Operations, Budget Number 404-000-001, in the amount of \$1,300 for St. Patrick's Irish Games, invoice number 2005-52. (Exhibit 1)
2. Approval of **Resolution 2005-396** creating line item 515.20.10.0800 (Extra Help) within the Prosecuting Attorney Budget, Number 001-000-480, and an inter budget transfer in the amount of \$5,000 from the 2005 Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Prosecuting Attorney Budget, Number 001-000-480, line item 515.20.10.0800 (Extra Help). (Exhibit 2)
3. Approval of **Resolution 2005-397** for the Collection Service Agreement Renewal between Franklin County Planning and Building Code Enforcement and Washington Collectors Tri-Cities, Inc., effective January 1, 2006 through December 31, 2006. (Exhibit 3)
4. Approval of **Resolution 2005-398** for the Collection Service Agreement Renewal between Franklin County Superior Court (County Clerk's Office) and Washington Collectors Tri-Cities, Inc., effective January 1, 2006 through December 31, 2006. (Exhibit 4)
5. Approval of **joint Resolution 2005-399** for the transfer of funds within Juvenile Fund Number 0115-101, Department Number 171, as outlined in Exhibit A, in the amount of \$189,980. (Exhibit 5)
6. Approval of **Resolution 2005-400** for the Professional Services Contract for the services of Joseph M. Burrowes as Family Law Courthouse Facilitator for

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Franklin County Superior Court, effective through December 31, 2006.
(Exhibit 6)

7. Approval of **Resolution 2005-401** for the cost estimate for ImageWorks to develop a website for Franklin County District Court and authorizing the Chairman to sign for client approval on behalf of the Board. (Exhibit 7)
8. Approval of **Resolution 2005-402** authorizing the Information Services Department to purchase a Canon desktop scanner as described on the quote from GovConnection, quote number 1469537.01-W, account number 5823437, for an amount not to exceed \$700. (Exhibit 8)
9. Approval of **Resolution 2005-403** for the Liability Release and Indemnification Agreement between Connie Perkins and Franklin County, authorizing parking on Franklin County property. (Exhibit 9)
10. Approval of **Resolution 2005-404** for the Liability Release and Indemnification Agreement between Alyssa Chapman and Franklin County, authorizing parking on Franklin County property. (Exhibit 10)
11. Approval of **Resolution 2005-405** for the Liability Release and Indemnification Agreement between Lise Naegeli and Franklin County, authorizing parking on Franklin County property. (Exhibit 11)
12. Approval of **Resolution 2005-406** for the Liability Release and Indemnification Agreement between Brett Bowen and Franklin County, authorizing parking on Franklin County property. (Exhibit 12)
13. Approval of **Resolution 2005-407** for the Liability Release and Indemnification Agreement between Joylynn Coghill and Franklin County, authorizing parking on Franklin County property. (Exhibit 13)
14. Approval of **Resolution 2005-408** for the Liability Release and Indemnification Agreement between Michael Hoard and Franklin County, authorizing parking on Franklin County property. (Exhibit 14)
15. Approval of **Resolution 2005-409** for the Liability Release and Indemnification Agreement between Chrystal Hillis-Hildebrant and Franklin County, authorizing parking on Franklin County property. (Exhibit 15)
16. Approval of **Resolution 2005-410** for the Liability Release and Indemnification Agreement between Jeremy Wilcox and Franklin County, authorizing parking on Franklin County property. (Exhibit 16)

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17. Approval of **Resolution 2005-411** for the Liability Release and Indemnification Agreement between Austin Springer and Franklin County, authorizing parking on Franklin County property. (Exhibit 17)
18. Approval of **Resolution 2005-412** for the Liability Release and Indemnification Agreement between Jennifer Cobb and Franklin County, authorizing parking on Franklin County property. (Exhibit 18)
19. Approval of **Resolution 2005-413** for the Liability Release and Indemnification Agreement between Marie Mackay and Franklin County, authorizing parking on Franklin County property. (Exhibit 19)
20. Approval of **Resolution 2005-414** for the Liability Release and Indemnification Agreement between Patricia Hoge and Franklin County, authorizing parking on Franklin County property. (Exhibit 20)
21. Approval of **Resolution 2005-415** for the Liability Release and Indemnification Agreement between Sebastian Martin and Franklin County, authorizing parking on Franklin County property. (Exhibit 21)
22. Approval of **Resolution 2005-416** for the Liability Release and Indemnification Agreement between Rebecca Chambers and Franklin County, authorizing parking on Franklin County property. (Exhibit 22)

Second by Mrs. Corkrum. 3:0 vote in favor.

Vouchers/Warrants

Clerk's Note: Mr. Brock signed the following payroll vouchers on September 21, 2005.

The paperwork was given to Connie Curiel in the Auditor's Office on that day.

Motion – Mrs. Corkrum: I move for approval of payment of County Road Fund payroll for \$59,029.32 and Motor Vehicle Fund payroll for \$9804.76. Second by Mr. Koch. 3:0 vote in favor.

Motion – Mrs. Corkrum: I move for approval of payment of the following Salary Clearing payroll vouchers/warrants: Warrants 38372 through 38477 for \$176,739.55; warrants 38478 through 38488 for \$157,839.70; and Direct Deposit for \$193,584.25; for a total of \$528,163.50. Second by Mr. Koch. 3:0 vote in favor.

The following amounts are also included on the cover sheet:

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Emergency Management Payroll warrants 7441 through 7451 for \$3,786.03; warrants 7452 through 7460 for \$4,083.52; and Direct Deposit for \$6,855.22; for a total of \$14,724.77; and

Irrigation Payroll warrants 11136 through 11153 for \$7,330.76 and warrants 11154 through 11161 for \$3,955.80; for a total amount of \$11,286.56. (Exhibit 23)

Motion – Mr. Koch: I move for approval of payment of vouchers as listed, in the amount of \$893,259.70: Current Expense warrants 46879 through 46882 for \$814.31; Current Expense warrants 46883 through 46895 for \$2,421.92; Current Expense warrants 46896 through 46899 for \$1,200.00; Current Expense warrant 46900 for \$184,589.61; Current Expense warrants 46901 through 46944 for \$66,095.38; Current Expense warrants 46945 through 47029 for \$2,844.41; Current Expense warrants 47030 through 47059 for \$11,411.80; Current Expense warrants 47060 through 47100 for \$32,565.28; Current Expense warrants 47101 through 47109 for \$131,563.90; Sheriff's Narcotic Trust warrant 238 for \$592.88; Liability Reserve Fund warrant 16 for \$290.40; Courthouse Renovation Fund warrant 357 for \$365,559.22; Veteran's Assistance warrant 1244 for \$1,200.00; Grand Old 4th warrant 80 for \$150.00; Treasurer's O&M warrant 172 for \$289.00; Law Library warrant 954 for \$140.33; Election Equipment warrant 278 for \$778.14; Election Equipment warrants 279 through 280 for \$31,555.02; Jail Commissary warrant 2099 for \$1,063.85; Jail Commissary warrants 2100 through 2104 for \$3,510.30; TRAC Operations warrant 8820 for \$21,407.15; and TRAC Operations warrants 8821 through 8862 for \$33,216.80; for a total of \$893,259.70. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 24)

Motion – Mrs. Corkrum: I move for approval of payment of vouchers as listed, in the amount of \$147,692.37; Pest Control Board warrant 401 for \$1,947.54; Franklin County Noxious Weed warrant 2699 for \$5,271.90; Franklin County Enhanced 911 warrant 1061 for \$76.80; Franklin County Enhanced 911 warrants 1062 through 1067 for \$8,749.13; Solid Waste warrant 2012 for \$1,048.27; Solid Waste warrant 2013 for \$1,989.83; Boating Safety warrants 367 through 368 for \$33,617.15; Boating Safety warrant 369 for \$427.83; County Roads warrant 47044 for \$64,904.27; Franklin County RV Facility

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warrants 181 through 187 for \$3,598.14; Crime Victims warrant 322 for \$819.66; Auditor O&M warrant 349 for \$95.74; Current Expense warrants 47110 through 47121 for \$11,892.26; Courthouse Renovation Fund warrant 358 for \$12,647.35; and Auditor O&M warrants 350 through 351 for \$606.50; for a total of \$147,692.37. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 25)

JUVENILE JUSTICE CENTER (JJC)

JJC Director Sharon Paradis met with the Board.

Department Update

Ms. Paradis told the Board about Resolution 2005-399 that was signed as part of the consent agenda. She said the replacement of electronic switches and some other switches were the most critical. They are not manufacturing switch replacements so the entire system needs to be replaced.

The Juvenile Drug Court grant is retiring this year. There are some unexpended funds in the grant. The Federal government has approved extending the grant through December. The Board will be receiving a contract extension for the defense attorney and two subcontractors. There will be no renewal of the grant.

The ARAMARK company provides institutional food services including Meals on Wheels. Currently, ARAMARK uses the Senior Center in Pasco. It is interested in leasing the JJC kitchen. Currently AFM provides food service at the JJC. Mr. Brock asked how long is our contract good with AFM? Ms. Paradis said it is renewable indefinitely but if AFM doesn't pass the Office of Superintendent of Public Instruction (OSPI) full nutritional review in December, then we could have a problem. They did a preliminary review a few months ago. OSPI reimburses about \$60,000 a year to the JJC because we provide meal services to students attending school in our facility. OSPI has very significant expectations about nutritional elements and serving portion controls and has previously expressed concern about consolidated food management. Ms. Paradis understands by 2010 we would need to rebid the contract based on federal laws.

Ms. Paradis said if ARAMARK sends an offer letter, she will return to ask the Board to consider that. A three-week advertisement would be needed. The Board asked

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about rental rate. Ms. Paradis said we talked about \$1000 per month. Mr. Koch asked if that figure includes equipment replacement costs. Ms. Paradis said yes. It would cover our costs very well for things such as utilities. We would put a portion of the lease funds in a contingency fund for replacement and maintenance of equipment. She feels we would make some money, as well as have a company in place that would benefit the community. ARAMARK provides Meals on Wheels. There may also be other bidders interested in leasing the property.

Mr. Koch asked Ms. Paradis if she is expecting to replace any equipment at this time. Ms. Paradis said no. The equipment was operating well when we closed down the kitchen in February. Mr. Koch asked if \$250 a month should be enough to keep the equipment up. Ms. Paradis said yes, she thinks so. We will analyze it more closely in the next few months.

Mrs. Corkrum said if there are other offers to rent the kitchen, another concern is security because of the kitchen being located inside the JJC facility.

SHERIFF

Sheriff Richard Lathim met with the Board.

Public Hearing: To take testimony for and against increasing the expenditure and revenue bottom line of the Boating Safety Budget by \$25,000

Public Hearing convened at 9:40 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Sheriff Richard Lathim; and Clerk to the Board Mary Withers.

Sheriff Lathim explained the need to increase the budget by \$25,000. Because of purchasing a new boat, the bottom line of revenues and expenditures needs to be increased. The money is in the budget but the expenditure amount was not high enough in the budget.

No one was present in the audience. The hearing was closed.

Motion – Mr. Koch: I move that we increase the revenue and expenditure bottom lines of the 2005 Miscellaneous Boating Safety Budget by \$25,000. This is Resolution 2005-417. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 26)

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PUBLIC WORKS

Engineer Tim Fife met with the Board.

Public Hearing: Vacation of a portion of Davin Road

Public Hearing convened at 9:45 a.m. Present: Commissioners Brock, Corkrum and Koch; County Administrator Fred Bowen; Engineer Tim Fife; and Clerk to the Board Mary Withers. Present in audience: Eric Harder.

Mr. Fife gave the Board the Engineer's Report on the vacation of a portion of Davin Road right-of-way (Exhibit 27). Mr. Fife said we received a petition from Harder Farms to vacate a portion of Davin Road. Mr. Koch asked why the whole road won't be vacated. Mr. Fife said the state owns a portion of the property along Davin Road and does not want to vacate their portion. A map was reviewed. Harder Farms is the only other owner of property adjoining Davin Road.

Mr. Fife recommends that a cul-de-sac be constructed at the petitioner's expense. He said we did the same thing on Pioneer Road. We'll let Harder Farms put a gate there. People need a way to turn around and get back out. That should be provided as part of this process. I am recommending that the road be vacated. Once the cul-de-sac is in place, we'll formally vacate it.

Eric Harder asked how big of an area is required for the turnaround. Mr. Fife said it requires a 50 foot radius to turn around or total width of 100 feet. He said the county will have our surveyors determine the line.

Mr. Brock asked three times if anyone in the audience would like to speak against the vacation. There was no response.

Mr. Brock asked if anyone would like to speak in behalf of the proposal.

Eric Harder spoke in favor. He said he came to the hearing in case anyone had any questions as to why we're putting this in. We've had stuff stolen. There are people going down the road out of curiosity. He said their main concern is noxious weeds that are coming in from other areas. Many people are using four-wheel drives and ATVs. We're asking for the vacation of the road for security purposes.

Hearing was closed to audience participation.

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Motion – Mr. Koch: I move we accept the vacated portion of Davin Road as presented. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 28) Mr. Fife said the final document will be signed after the cul-de-sac work is completed.

Vouchers

Motion – Mrs. Corkrum: I move for approval of payment of vouchers as listed: County Road Fund for \$180,040.18; MV & PW Equipment for \$21,290.20; Solid Waste for \$3099.61; Paths & Trails Fund for \$507.63; and Flood Control Fund for \$607.30. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 29)

Purchase of Used Striping Machine

Mr. Fife said his department has wanted to buy a small push-behind striping unit to do small areas such as parking lots, symbols in the road, and skipped areas. We've been contracting out all of the striping but we are at their schedule.

A used regular-size unit is for sale that would cost \$5000 from Whitman County. Eventually it could be worked into doing our own striping. It would help keep people employed rather than laying them off. We would have to determine if it is comparable in price. We currently pay about \$110,000 yearly for the striping contract. The paint is probably \$70,000 of the cost.

Motion – Mrs. Corkrum: I move we approve purchasing a used paint striper from Whitman County for \$5000. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 30)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Courthouse Restoration

Mr. Bowen asked for approval of the application for the historic county courthouse rehabilitation grant program.

Motion - Mrs. Corkrum: I move we approve the application for the historical county courthouse rehabilitation grant program with the state of Washington. This is Resolution 2005-418. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 31)

TRAC Advisory Board

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The Board reviewed a proposed resolution to negate term limits previously set for county-appointed representatives on the TRAC Advisory Board. Mr. Brock wants to have term limits in place for the TRAC Advisory Board. The City of Pasco is not willing to have term limits. Mr. Bowen explained that current board members will need to be replaced soon if the term limits remain in place.

Motion – Mrs. Corkrum: I move we pass Resolution 2005-419 to negate term limits previously set for county-appointed representatives on the TRAC Advisory Board for Dave Beach, Richard Moore and Ali Dockstader. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 32)

Classification Review

Mr. Bowen said the Classification Review Committee met and approved two requests for salary increases. The Board asked Mr. Bowen to obtain more information about which funds would pay for an increase in Michelle McMillen's salary as chief criminal deputy prosecuting attorney.

The Board said they will talk about the request for an increase for Auditor's accounting coordinator/records supervisor Connie Curiel at budget time.

Courthouse Renovation

Potential Change Orders 094R, 104, 105 and 107 were reviewed.

Potential Change Order 094R: A proposed change order originally was for a 55-day delay. It has been reduced to 33 days. The delay was caused by having calcimine paint removed so workers were not able to bring the scaffolding down. The cost of the change order now is \$56,512. The project would be stopped if the change order is not approved. The Board gave consensus approval. Mr. Koch said it was not Lydig's fault as the contractor. It was an error by the restoration architect company.

Potential Change Order 104 is a change from having basement floors just being painted to VCT tile. The cost is \$1392. The Board gave approval to move forward with the change order.

Potential Change Order 105: It would cost \$14,600 to put new sod and do other grounds work. The contractor is willing to split this cost so the county's share would be

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\$7300. The original contract allows for 20 feet of sod to be placed around the exterior of the building and have the rest of the ground seeded. If the county would agree to split the cost of it, we'll sod the whole ground rather than just the 20-foot perimeter. Mr. Bowen recommended approval. The Board all agreed.

Potential Change Order 107 for \$4835 relates to the brass leaf gilding work. There is an egg and dart design and a bead and sausage design. They want to gild all of the bead and sausage areas. In some areas of the courthouse it was done in the contract but other areas were left out. Mr. Bowen recommends approval. It enhances the building to bring out the decorative work. The potential change order had deleted some gilding inside the spiral staircase at a deduction of \$3750. However, Mr. Bowen recommended not cutting that out so the total change order would be about \$8000. The Board gave consensus approval to proceed.

The project is currently \$744,257.08 over budget. There is \$573,479 remaining in contingency funds.

The Board gave consensus approval to move forward with all the potential change orders reviewed today.

Recessed at 10:20 a.m.

Reconvened at 10:30 a.m.

Treasurer applicant interviews

Present in audience: Sue Boothe, Diana Killian and Connie Curiel.

The Board held a interview with the three Franklin County Treasurer candidates submitted by the Democratic Central Committee (Exhibit 33).

The Board interviewed Sam Rabideau first.

Assessor Steve Marks joined the audience.

The Board interviewed Gary Chapton.

Recessed at 10:53 a.m.

Reconvened at 10:58 a.m.

The Board interviewed Tiffany Coffland.

Executive Session at 11:04 a.m.

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Open Session at 11:09 a.m.

Motion – Mr. Koch: I move that we accept Tiffany Coffland's application for county treasurer. Second by Mrs. Corkrum.

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Human Services Contract

The Board asked Mr. Verhulp for an update on contract preparation for a Human Services contract for personal services. Mr. Verhulp sent his revisions to the Benton County Prosecutor's Office awhile ago. He understands the Benton County Board of Commissioners will be reviewing the contract with revisions he made.

Mr. Verhulp will be talking to the Board on Wednesday about concerns of imposing booking fees on inmates every time they come into the jail.

Mr. Verhulp left the meeting.

Executive Session at 11:32 a.m. regarding potential litigation expected to last 10 minutes.

Open Session at 11:44 a.m.

OTHER BUSINESS

Appointment of Treasurer

Motion – Mr. Koch: I move for approval of Resolution 2005-420 appointing Tiffany Coffland as the Franklin County Treasurer. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 34)


Motion – Mr. Koch: I move that we send letters to the other two candidates for the Treasurer and to Gabriel Portugal, Chair of the Franklin County Democratic Central Committee. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 35)

Adjourned at 11:45 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until October 5, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed October 12, 2005.

FRANKLIN COUNTY RESOLUTION 2005 395

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: UNCOLLECTIBLE DEBT FOR TRAC IN THE AMOUNT OF \$1,300 SUBMITTED
TO THE BOARD OF COUNTY COMMISSIONERS FOR WRITE-OFF**

WHEREAS, the TRAC Finance Manager submitted a list of uncollectable debt and has requested said debt be written off the TRAC Operations books; and

WHEREAS, said debt is due to miscommunication or services not provided and in good faith should be cancelled; and

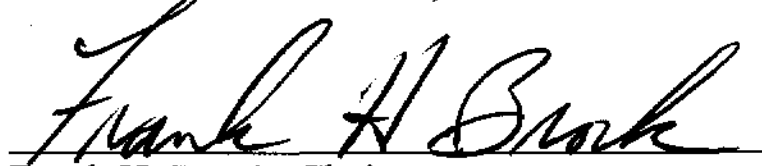
WHEREAS, the State Auditor has advised that this is a proper procedure in order to show a true account receivable position; and

WHEREAS, pursuant to R.C.W. 36.32.120 the legislative authority of each county is authorized to have the care of County property and management of County funds and business;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the write-off of uncollectible debt for TRAC Operations, Budget Number 404-000-001, in the amount of \$1,300 for St. Patrick's Irish Games, invoice number 2005-52.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

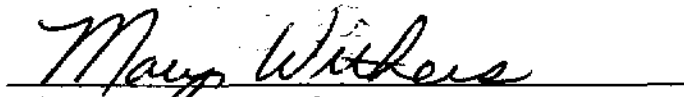


Frank H. Brock, Chair

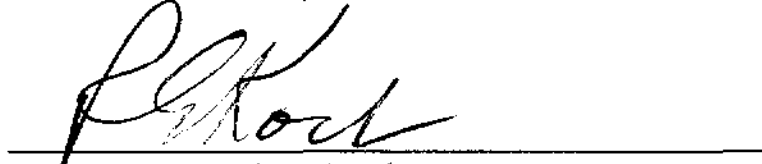


Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals:

Auditor
Minutes
TRAC

cc:

City of Pasco
Treasurer
County Administrator

TRAC Operations
404-000-001

St. Patrick's Irish Games

March 15, 2005

Invoice # 2005-52

\$1,300.00

Note: Lack of communication between former Assistant General Manager and customer on what was to be billed and what should have been included in the contract.

FRANKLIN COUNTY RESOLUTION NO. 2005 396**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: CREATION OF LINE ITEM 515.20.10.0800 (EXTRA HELP) WITHIN THE PROSECUTING ATTORNEY BUDGET, NUMBER 001-000-480****INTER BUDGET TRANSFER IN THE AMOUNT OF \$5,000 FROM THE 2005 NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700, LINE ITEM 519.90.10.0001 (CONTINGENCY RESERVE) TO THE PROSECUTING ATTORNEY BUDGET, NUMBER 001-000-480, LINE ITEM 515.20.10.0800 (EXTRA HELP)**

WHEREAS, the Prosecuting Attorney requested \$5,000 to temporarily backfill the line item for a person on maternity leave; and

WHEREAS, funds are not available within his budget for temporary help, due to a large payout for an employee who left and the increase in L&I rates; and

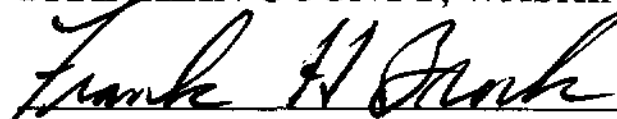
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to supplement the Prosecuting Attorney budget as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the creation of line item 515.20.10.0800 (Extra Help) within the Prosecuting Attorney Budget, Number 001-000-480.

BE IT FURTHER RESOLVED the Board hereby approves an inter budget transfer in the amount of \$5,000 from the 2005 Non-Departmental Budget, Number 001-000-700, line item 519.90.10.0001 (Contingency Reserve) to the Prosecuting Attorney Budget, Number 001-000-480, line item 515.20.10.0800 (Extra Help).

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Prosecuting Attorney

cc: Accounting Department
Treasurer
Transfer Notebook

FRANKLIN COUNTY RESOLUTION NO. 2005 397

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: COLLECTION SERVICE AGREEMENT RENEWAL BETWEEN FRANKLIN COUNTY PLANNING AND BUILDING CODE ENFORCEMENT AND WASHINGTON COLLECTORS TRI-CITIES, INC., EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

WHEREAS, the Franklin County Planning & Building Director received correspondence from Washington Collectors Tri-Cities, Inc., regarding the renewal of the Collection Service Agreement, which has been in place since 2003 and approved as follows:

Resolution 2003-106 dated Feb. 24, 2003 (whole contract with termination Dec. 31, 2003);

Resolution 2003-579 dated Nov. 3, 2003 (whole contract with termination Dec. 31, 2005); and

WHEREAS, page 5, paragraph 14 of this Agreement states, "Upon the mutual written consent of the parties hereto, this Agreement may be renewed for one additional twelve (12) month period upon the same terms and conditions as contained herein. Notice of desire of renewal shall be given by the party desiring renewal, to the other party in writing not less than ninety (90) days prior to the expiration of the term of this Agreement."; and

WHEREAS, the Planning & Building Director desires to continue this agreement and requests authorization from the Franklin County Board of Commissioners; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Collection Service Agreement Renewal between Franklin County Planning and Building Code Enforcement and Washington Collectors Tri-Cities, Inc., effective January 1, 2006 through December 31, 2006.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Bjock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Washington Collectors

cc: Planning & Building



510 NORTH 20TH, SUITE D
P.O. BOX 742
PASCO, WASHINGTON 99301
PHONE: (509) 547-9711
FAX: (509) 547-0681
1 (800) 877-6415

2005 397

**Notice of Renewal Request - Franklin County Planning &
Building Code Enforcement**

September 22, 2005

COLLECTION SERVICE AGREEMENT RENEWAL

Pursuant to the current collection service agreement between FRANKLIN COUNTY, a political subdivision of the State of Washington and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington corporation, page 5, paragraph 14.

Upon the mutual written consent of the parties hereto, this Agreement may be renewed for additional twelve (12) month periods with the same terms and conditions as contained herein. Notice of desire of renewal shall be given by the party desiring renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this agreement.

FRANKLIN COUNTY PLANNING & BUILDING CODE ENFORCEMENT
COLLECTION SERVICE AGREEMENT RENEWAL for the term of January
1, 2006 through December 31, 2006 is hereby accepted and approved.

Dated this 22nd day of September, 2005

Dated this 3rd day of OCT., 2005

WASHINGTON COLLECTORS

Sean Lamb
Secretary-Treasurer

**FRANKLIN COUNTY BOARD OF
COMMISSIONERS for the Planning &
Building Code Enforcement**



**WASHINGTON
COLLECTORS**
TRI-CITIES, INC.

510 NORTH 20TH, SUITE D
P.O. BOX 742
PASCO, WASHINGTON 99301
PHONE: (509) 547-9711
FAX: (509) 547-0681
1 (800) 877-6415

ASSURANCE OF NON-DISCRIMINATION

The undersigned, hereby confirms, agrees to, and assures compliance with non-discriminatory practices consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW.

DATED this 22nd day of September, 2005.

FIRM NAME: **WASHINGTON COLLECTORS TRI-CITIES, INC.**

SIGNATURE OF AUTHORIZED OFFICIAL and TITLE:

Sean Lamb

Secretary Treasurer



STATE OF WASHINGTON

DEPARTMENT OF LICENSING

PO Box 9020 • Olympia, Washington 98507-9020

August 25, 2005

Washington Collectors Tri-Cities, Inc.
510 N 20th Ave Ste D
Pasco WA 99301

I certify that this is a true and correct copy of the Registrations and Licenses
document issued to the business shown above.

Records Custodian

Don Mills

Master License Service

Business and Professions Division

PO Box 9034

Olympia WA 98507-9034

1-360-664-1400

August 25, 2005
DateSTATE OF
WASHINGTON

MASTER LICENSE SERVICE

PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400

REGISTRATIONS AND LICENSES

Unified Business ID #: 113 003 058

Business ID #: 1

Location: 1

Expires: 08-31-2006

Domestic Profit Corporation

WASHINGTON COLLECTORS TRI-CITIES, INC.
510 N 20TH AVE STE D
PASCO WA 99301

UNEMPLOYMENT INSURANCE
INDUSTRIAL INSURANCE
MINOR WORK PERMIT

COLLECTION AGENCY
TAX REGISTRATION

DUTIES OF MINORS:

Filing, photo copying.

REGISTERED TRADE NAMES:

STOP CHECK

STOP CHECK, A DIVISION OF WASHINGTON COLLECTORS TRI-CITIES, INC.

MERCHANTS SERVICE BUREAU A DIVISION OF

ORS TRI CITIES, INC.

INLAND AUDIT SERVICE

MEDICAL CREDIT SERVICE

MEDICAL AUDIT SERVICE

SPOT CHECK

SPOT CHECK, A DIVISION OF WASHINGTON COLLECTORS TRI-CITIES, INC.

WASHINGTON COLLECT

The licensee named above has been issued the business registrations or
licenses listed. By accepting this document the licensee certifies the information
provided on the application for these licenses was complete, true, and accurate
to the best of his or her knowledge, and that business will be conducted in
compliance with all applicable Washington state, county, and city regulations.

Elizabeth A. Luce
Director, Department of Licensing

EXHIBIT 4
FRANKLIN COUNTY RESOLUTION NO. 2005 398 October 3, 2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: COLLECTION SERVICE AGREEMENT RENEWAL BETWEEN FRANKLIN COUNTY SUPERIOR COURT (COUNTY CLERK'S OFFICE) AND WASHINGTON COLLECTORS TRI-CITIES, INC., EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

WHEREAS, the Franklin County Superior Court Clerk received correspondence from Washington Collectors Tri-Cities, Inc., regarding the renewal of the Collection Service Agreement, which has been in place since 2001 and approved as follows:

Resolution 2001-358 dated Aug. 20, 2001 (whole contract with termination Dec. 31, 2002);
Resolution 2002-399 dated Oct. 14, 2002 (renewal extending term to Dec. 31, 2003);
Resolution 2003-498 dated Sept. 22, 2003 (renewal extending term to Dec. 31, 2004);
Resolution 2004-408 dated Sept. 13, 2005 (renewal extending term to Dec. 31, 2005); and

WHEREAS, page 5, paragraph 14 of this Agreement states, "Upon the mutual written consent of the parties hereto, this Agreement may be renewed for one additional twelve (12) month period upon the same terms and conditions as contained herein. Notice of desire of renewal shall be given by the party desiring renewal, to the other party in writing not less than ninety (90) days prior to the expiration of the term of this Agreement."; and

WHEREAS, the Franklin County Clerk desires to continue this agreement and requests authorization from the Franklin County Board of Commissioners; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Collection Service Agreement Renewal between Franklin County Superior Court (County Clerk's Office) and Washington Collectors Tri-Cities, Inc., effective January 1, 2006 through December 31, 2006.

APPROVED this 3rd day of October 2005.

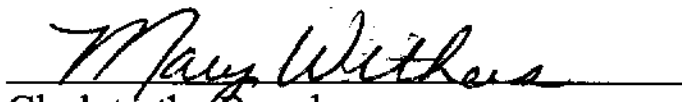
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor - Minutes - Wash. Collectors cc: County Clerk



510 NORTH 20TH, SUITE D
P.O. BOX 742
PASCO, WASHINGTON 99301
PHONE: (509) 547-9711
FAX: (509) 547-0681
1 (800) 877-6415

2005 398

Notice of Renewal Request - Franklin County Superior Court

September 22, 2005

COLLECTION SERVICE AGREEMENT RENEWAL

Pursuant to the current collection service agreement between FRANKLIN COUNTY, a political subdivision of the State of Washington and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington corporation, page 5, paragraph 14.

Upon the mutual written consent of the parties hereto, this Agreement may be renewed for additional twelve (12) month periods with the same terms and conditions as contained herein. Notice of desire of renewal shall be given by the party desiring renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this agreement.

FRANKLIN COUNTY SUPERIOR COURT COLLECTION SERVICE AGREEMENT RENEWAL for the term of January 1, 2006 through December 31, 2006 is hereby accepted and approved.

Dated this 22nd day of September, 2005

Dated this 3rd day of OCT., 2005

WASHINGTON COLLECTORS
TRI-CITIES, INC.

FRANKLIN COUNTY, WASHINGTON

Sean Lamb
Secretary-Treasurer



510 NORTH 20TH, SUITE D
P.O. BOX 742
PASCO, WASHINGTON 99301
PHONE: (509) 547-9711
FAX: (509) 547-0681
1 (800) 877-6415

ASSURANCE OF NON-DISCRIMINATION

The undersigned, hereby confirms, agrees to, and assures compliance with non-discriminatory practices consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW.

DATED this 22nd day of September, 2005.

FIRM NAME: **WASHINGTON COLLECTORS TRI-CITIES, INC.**

SIGNATURE OF AUTHORIZED OFFICIAL and TITLE:

Sean Lamb, Secretary-Treasurer



STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9020 • Olympia, Washington 98507-9020

August 25, 2005



Washington Collectors Tri-Cities, Inc.
510 N 20th Ave Ste D
Pasco WA 99301

I certify that this is a true and correct copy of the Registrations and Licenses document issued to the business shown above.

Records Custodian

Don Mills
Master License Service
Business and Professions Division
PO Box 9034
Olympia WA 98507-9034
1-860-664-1400

August 25, 2005
Date

 MASTER LICENSE SERVICE PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400 REGISTRATIONS AND LICENSES	
Domestic Profit Corporation WASHINGTON COLLECTORS TRI-CITIES, INC. 510 N 20TH AVE STE D PASCO WA 99301	Unified Business ID #: 113 003 058 Business ID #: 1 Location: 1 Expires: 08-31-2006
UNEMPLOYMENT INSURANCE INDUSTRIAL INSURANCE MINOR WORK PERMIT	COLLECTION AGENCY TAX REGISTRATION
DUTIES OF MINORS: Filing, photo copying.	
REGISTERED TRADE NAMES: STOP CHECK STOP CHECK, A DIVISION OF WASHINGTON COLLECTORS TRI-CITIES, INC. MERCHANTS SERVICE BUREAU A DIVISION OF WASHINGTON COLLECT ORS TRI CITITES, INC. INLAND AUDIT SERVICE MEDICAL CREDIT SERVICE MEDICAL AUDIT SERVICE SPOT CHECK SPOT CHECK, A DIVISION OF WASHINGTON COLLECTORS TRI-CITIES, INC.	
The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.	
<div style="text-align: right;">  Director, Department of Licensing </div>	

JOINT RESOLUTIONBENTON COUNTY RESOLUTION NO. 05 635FRANKLIN COUNTY RESOLUTION NO. 2005 399

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND
FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS
WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT
NUMBER 171, and

BE IT RESOLVED, by the Board of Benton County Commissioners, and by the Board
of Franklin County Commissioners, that funds shall be transferred as outlined in Exhibit
"A", attached hereto.

DATED this 10th day of October 2005.DATED this 3rd day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Clark L. Plon
Chairman of the Board

Member

Leo M. Boueman

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Carrie McHenry
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Brink
Chairman of the Board

Chairman Pro Tem

Rehock

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers
Clerk of the Board

EXHIBIT A LINE ITEM TRANSFERS

Department: Operations
Fund Name: Juvenile Justice Center

Department No: 171
Fund: 0115-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-100	171-1614	Cook	\$28,518	527-100	171-1673	Counselor III (Mental Health Professional)	\$18,000
527-100	171-1638	Cook	\$30,261	527-100	171-1915	Shift Differential	\$7,000
527-100	171-1639	Cook	\$14,217	527-100	171-3501	Small Equipment	\$10,000
527-100	171-1925	Overtime	\$7,000	527-100	171-4103	Professional Services	\$70,000
527-100	171-2102	Social Security	\$4,207	527-100	171-4131	Security	\$23,600
527-100	171-2103	Medical Insurance	\$15,210	527-100	171-6401	Capital Expense	\$8,000
527-100	171-2104	Retirement	\$20,000	527-100	172-3135	Maintenance Repair & Supplies	\$5,000
527-100	171-3108	Operation Supplies (kitchen)	\$70,567	527-800	172-3501	Small Equipment	\$380
				527-800	172-4801	Repair & Maintenance - Office	\$10,000
				594-270	172-6401	Capital Expense	\$38,000
Totals			\$189,980	Total			\$189,980

EXPLANATION:

Effective February 2005, BFJJC discontinued their full kitchen operation and contracted with the Benton County Jail and with Consolidated Food Management (LI 4103) for detention food service. This change resulted in a reduction of 2.5 cook positions (LI 1614, 1638, 1639, 2102 & 2103) and eliminating most food costs (LI 3106). In July 2005, both Boards of County Commissioners provided approval for the Juvenile Department to use a portion of the kitchen savings to fund a Counselor III/Mental Health Professional (LI 1673) for detention, and to cover costs associated with full time security screening at the front door of the facility (LI 4131).

At the request of the Auditor's Office, funds are being moved from Overtime (LI 1925) to Shift Differential (LI 1915) for more accurate BARS expenditure coding. The modified PERS rate used with the submission of our 2005 Budget Request was more than the rate that was actually passed, resulting in an under-expenditure in Retirement (LI 2104). With the remaining savings from the kitchen savings and Retirement, the BFJJC is requesting approval to move funds to:

- * Purchase monitors that are adequate viewing size for the statewide and internal database systems (LI 171-3501).
- * Replace one of our existing Work Crew vans with a newer, more reliable vehicle (LI 171-6401).
- * Install a door between the public law library and the Judge's chambers for safety and security reasons (LI 172-3135).
- * Purchase a pressure washer to be used to clean the outside of the facility (LI 172-3501).

* For at least the past 20 years, Juvenile has not had the ducts cleaned in the original part of the facility. Recently staff have reported headaches, allergic reactions and other symptoms after being in the building. Jim Stedman, our Facilities Supervisor, contacted Gary Ballew, Benton County Facilities, and was referred to BF Power Vac who recently provided a similar service at the Kennewick Annex. A representative from BF Power Vac has conducted a walk through with Mr. Stedman, and has recommended a full cleaning of all duct work including a bacterial and enzyme treatment. This service will not exceed \$10,000 (LI 172-4801).

* Upgrade detention's current electronic switches that control all of the secure doors, that are beginning to fail due to age and use, with an alternate touch screen pad system. Jim Stedman, BFJJC's Facility Supervisor has discussed this issue and proposal with Roy Rogers, Benton County Facilities, and Mr. Rogers understands the need, supports the upgrade, and believes the quote is more than reasonable (LI 172-6401).

Prepared by

Date 9/14/2005

Authorized by

Date 9/14/2005

Approved ☒ Denied ☐

FRANKLIN COUNTY

Approved

Denied

10-3-05

Chairman

Member

Member

From: Randy Reid
To: Paradis, Sharon
Date: 10/3/2005 2:13:59 PM
Subject: 17" Monitors

This email is to confirm our previous discussions about the need for 17" flat panel monitors for workstations that are using the new JCS system. I did verify that the existing 15" monitors do not fully display the JCS screens and that AOC recommends 17" monitors for use with the new system.

All of the new and replacement PC's acquired this year have 17" flat panel monitors. This will also be true of the six AOC replacements that will be purchased before the end of the year. Based on the remaining inventory of older systems, that leaves up to 29 workstations with smaller 15" monitors.

Randy Reid, Manager
Benton County Central Services
PO Box 608
Prosser WA 99350
509.786.5603 or 509.736.3083
509.786.5601 Fax

CC: Jones, Shannon

From: "Roy Rogers" <roy_rogers@co.benton.wa.us>
To: "Jim Stedman" <Jim_Stedman@co.benton.wa.us>
Date: 10/3/2005 3:52:58 PM
Subject: Juvenile Justice Center HVAC & Detention Panel Boards

To: Mr Jim Stedman
Facilities Supervisor
Benton/Franklin Juvenile Justice Center

Jim

After having met with you on the Detention Panel Board renovation and the HVAC Duct Cleaning, the following are my findings and conclusion.

(1) The changing of your Detention Panel switches to a Touch Screen Panel is an excellent move and over the long run should save you money and a better over all system up grade. The current switches are not available and you are going to need this change very soon. Even if it were possible to locate these switches (which you have had no luck finding as of this date) they would more than likely cost you five or six times the normal price. the cost of converting your system of \$35,000.00, is very reasonable.

(2) The cleaning of the HVAC Duct system is a very good idea, especially when you consider the age of the system. Mole, spores and other airborne pathogens can grow over the years in that type of environment and in some cases can cause people to get ill. The Contractor you wish to use is one we used at the Annex for the same purpose and they did a very good job. The cost you were quoted of \$10,000.00 is reasonable for the amount of work to be performed.

I hope this aids you in getting this approved, if you need any further assistance, just let me know.

Roy T. Rogers
Construction Manager
Benton County

CC: "David Sparks" <david_sparks@co.benton.wa.us>

2005 400

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROFESSIONAL SERVICES CONTRACT FOR THE SERVICES OF
JOSEPH M. BURROWES AS FAMILY LAW COURTHOUSE
FACILITATOR FOR FRANKLIN COUNTY SUPERIOR COURT**

WHEREAS, the Franklin County Clerk requested the services of a contractor to provide basic services in family law cases in Franklin County Superior Court; and

WHEREAS, Mr. Burrowes expressed a desire and willingness to serve as the designated Courthouse Facilitator; and

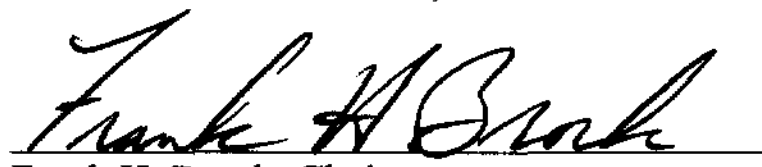
WHEREAS, the Professional Services Contract shall be effective through December 31, 2006; and

WHEREAS, the Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the county;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Professional Services Contract for the services of Joseph M. Burrowes as Family Law Courthouse Facilitator for Franklin County Superior Court, effective through December 31, 2006.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

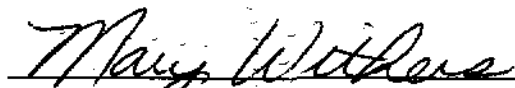


Frank H. Brock, Chair

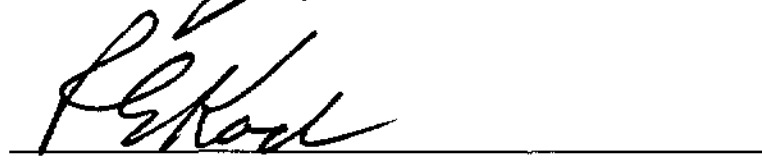


Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Joseph Burrowes

cc: County Clerk
Prosecutor

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ Joseph M. BurrowesREV 

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY**, a municipal corporation, with its principal offices at 1016 North Fourth, Pasco, Washington 99301, hereinafter "**COUNTY**," and Joseph M. Burrowes, with its principal mailing address at P.O. Box 4703, Richland, Washington, 99353. hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall terminate on December 31, 2006.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

The CONTRACTOR shall perform the following services:

See Exhibit "A"

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to Washington State Court Rules, General Rule 27. Family Law Courthouse Facilitators. Exhibit "A".

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY CLERK. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY CLERK.

f.

2005 400
CONTRACT NUMBER _____

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services, documents, or other information identified in Exhibit "A."

4. CONTRACT REPRESENTATIVES

- a. For CONTRACTOR: Joseph M. Burrowes

Name of Representative: _____

Title: ATTORNEY AT LAW

Mailing Address: P.O. BOX 4703

City, State, and Zip Code: West Richland, WA 99353

Telephone Number: 509-628-9595

Fax Number: _____

E-Mail Address: _____

- b. For COUNTY: _____

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

REV *[Signature]*

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit "B," which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$10,000 per year.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments.

c. The CONTRACTOR may, in accordance with Exhibit "B," submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of billing.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

CONTRACT NUMBER 2005 400

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws. By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

a. **Professional Legal Liability:**

The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$500,000 per loss.

CONTRACT NUMBER 2005 400

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. Worker's Compensation and Employer's Liability:

The CONTRACTOR shall maintain worker's compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Franklin County Risk Management Division. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

c. Commercial General Liability:

If the CONTRACTOR has contact with the public arising out of the scope of the CONTRACTOR'S services defined in this Contract, the CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than N/A per loss. The general aggregate limit shall apply separately to this Contract and be no less than N/A.

The CONTRACTOR will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

d. Automobile Liability:

The CONTRACTOR shall maintain automobile liability insurance as follows:

N/A The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

- OR -

N/A The CONTRACTOR shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

X Not Applicable.

CONTRACT NUMBER 2005 400

f. Other Insurance Provisions:

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.

ii. Where such coverage is required, the CONTRACTOR'S Commercial General Liability Insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.

iii. Where such coverage is required, the CONTRACTOR'S Commercial General Liability Insurance and Automobile Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iv. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

v. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

2005 400

CONTRACT NUMBER _____

g. **Verification of Coverage and Acceptability of Insurers:**

The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

i. The CONTRACTOR 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 prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.-

ii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

iii. The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Franklin County that the CONTRACTOR is currently paying Workers Compensation.

iv. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

ATTN: Michael J. Killian
Franklin County Clerk
1016 North Fourth Avenue
Pasco, Washington 99301

v. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in the Contract upon request of the Franklin County Risk Manager.

9. **TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time.

12. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

2005 400

CONTRACT NUMBER _____

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

13. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/3/98).

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "Works for hire" as defined by the U. S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY, upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Difference between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

19. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

b. IF it should appear that any provision of this Contract 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. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 3rd day of OCT, 2005

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Burrows Law Office

Frank A. Burk
Chairman

By: Joseph M. Burrows

[Signature]
Commissioner

Signature: [Signature]

[Signature]
Commissioner

Title: Attorney at Law

ATTEST BY:

Mary Withers
Clerk of the Board

CONTRACT NUMBER 2005 400

Approved As To Form:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: RBV
*, # RYAN VERHULP, 2892
Deputy Prosecuting Attorney

By: [Signature]
Michael J. Killian, County Clerk

CONTRACT NUMBER 2005 400

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/JOSEPH M. BURROWES

REV *jm*
*mf***SERVICES PROVIDED BY THE PARTIES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

The CONTRACTOR, as Family Law Courthouse Facilitator, shall provide per GR 27 the following "basic services" in family law cases in Franklin County Superior to include, but not be limited to the following:

"Basic Service(s)" includes but is not limited to:

- a) referral to legal and social service resources, including lawyer referral and alternate dispute referral programs and resources on obtaining family law forms and instructions;
- b) assistance in calculating child support using standardized computer based program based on financial information provided by the pro se litigant;
- c) processing interpreter requests for facilitator assistance and court hearings;
- d) assistance in selection as well as distribution of forms and standardized instructions that have been approved by the court, clerk's office, or the Administrative Office of the Courts;
- e) assistance in completing forms that have been approved by the court, clerk's office, or the Administrative Office of the Courts;
- f) explanation of legal terms;
- g) information on basic court procedures and logistics including requirements for service, filing, scheduling hearings and complying with local procedures;
- h) review of completed forms to determine whether forms have

been completely filled out but not as to substantive content with respect to the parties' legal rights and obligations;

- i) previewing pro se documents prior to hearings for matters such as dissolution of marriage and show cause and temporary relief motions calendars under the direction of the Clerk or Court to determine whether procedural requirements have been complied with
- j) attendance at pro se hearings to assist the Court with pro se matters.
- k) assistance with preparation of court orders under the direction of the Court.
- l) preparation of pro se instruction packets under the direction of the Administrative Office of the Courts.
- m) whenever reasonably practical, obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality and representation from each person utilizing the services of the Family Law Courthouse Facilitator. The prescribed disclaimer shall be in the format developed by the Administrative Office of the Courts.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

The COUNTY shall provide reasonable access and use of necessary information, forms, services, and copies necessary for the CONTRACTOR to render services under this Agreement.

EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACTFRANKLIN COUNTY/ Joseph M. BurrowsRev


COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:
2. CONTRACTOR shall be paid at the rate of \$75.00 per hour.

**PROFESSIONAL SERVICES CONTRACT
REQUIRED INSURANCE PROVISIONS MATRIX**

TYPE OF COVERAGE	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability	If contractor falls within the class of professionals designated on page 2 of Exhibit C.	See page 2 of Exhibit C for the appropriate limit.	Not Applicable
Workers' Compensation	Statutory	N. A.	N. A.
Commercial General Liability	If there is contact with the public.	<p>1. If less than \$25,000.00, the limit is \$500,000.00.</p> <p>2. If between \$25,000.00 and \$1,000,000.00, the limit is \$1,000,000.00.</p> <p>3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$2,000,000.00.</p> <p>4. If greater than \$5,000,000.00 the limit is set by Risk Management Division.</p>	<p>1. If less than \$25,000.00, the limit is \$1,000,000.00.</p> <p>2. If between \$25,000.00 and \$1,000,000.00 the limit is \$2,000,000.00.</p> <p>3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$5,000,000.00.</p> <p>4. If greater than \$5,000,000.00, the limit is set by Risk Mgt. Division.</p>
Automobile Liability	If driving is involved and contract is less than \$25,000.00.	\$100,000.00 each accident combined bodily injury and property damage.	\$300,000.00
Business Automobile Liability	If driving is involved and contract is greater than \$25,000.00.	\$1,000,000.00 each accident combined bodily injury and property damage.	Not Applicable

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
PROFESSIONS:	PROFESSIONAL LIABILITY
ACCOUNTANTS	\$1,000,000
ARCHITECTS	1,000,000
ATTORNEYS	1,000,000
CONTRACTORS	1,000,000
COUNSELORS	250,000
DIETITIANS	100,000
EMBALMER	1,000,000
ENGINEERS	1,000,000
ESCROW AGENT	1,000,000
FIRE SPRINKLER SYSTEM CONTRACTORS	1,000,000
LANDSCAPE ARCHITECTS	250,000
NUTRITIONISTS	250,000
PRIVATE DETECTIVES	500,000
PROCESS SERVERS	250,000
PSYCHOLOGISTS	1,000,000
REAL ESTATE APPRAISER	1,000,000
SURVEYORS	1,000,000
VETERINARIANS	1,000,000
HEALTH CARE	MEDICAL MALPRACTICE
DENTAL HYGIENIST	1,000,000
DENTISTS	1,000,000
EMERGENCY MEDICAL TECHNICIAN	1,000,000
NURSES	1,000,000
OSTEOPATHS	2,000,000
PHARMACISTS	1,000,000
PHYSICAL THERAPIST	1,000,000
PHYSICIANS	2,000,000
SANITARIANS	1,000,000
SEX OFFENDER TREATMENT PROVIDERS	1,000,000
TRADES	ERRORS AND OMISSIONS
AUCTIONEERS	100,000
PLUMBERS	500,000
SECURITY GUARDS	100,000
WATER WELL CONTRACTOR/OPERATOR	

DECLARATIONS
LAWYERS PROFESSIONAL LIABILITY POLICY

Renewal of Number: New

Policy Number: LPL-2005-3289-00



Professional Solutions Insurance Company
14001 University Ave Clive, Iowa 50325

Item 1. Named Insured and Mailing Address:

Joseph Burrowes, Attorney at Law
3703 S. Highlands Blvd
West Richland, WA 99353

Agent Name and Address:

MAINSTREET FINANCIAL SERVICES, INC.
1402 THIRD AVENUE, SUITE 1200
SEATTLE, WA 98101-2118

Item 2. Policy Term From: 07/28/05

To: 07/28/06

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Policy Limits:

(A) Each Claim ----- \$500,000

(B) Annual Aggregate ----- \$1,000,000

Item 4. Deductible: ----- \$2,500

Item 5. Premium: ----- \$876

Item 6. Notice of Claim shall be given to:

Mainstreet Financial Services, Inc.
1402 Third Ave, Suite 1200
Seattle, WA 98101-2118
PH: 800-817-6333

Item 7. Policy Forms and Endorsements attached at inception:

PS LPL 002 ED. 09/03, PS LPL 003 ED. 09/03, PS LPL 012 ED. 09/03 PS LPL 009 ED. 09/03, PS
LPL 014 ED. 09/03, PS LPL 001 WA ED. 08/04,

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Countersigned: 7/28/2005
DATE


By: AUTHORIZED REPRESENTATIVE

2005 400

FRANKLIN COUNTY RESOLUTION NO. 2005 401

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL FOR IMAGEWORKS TO DEVELOP A WEBSITE FOR
FRANKLIN COUNTY DISTRICT COURT**

WHEREAS, the Information Services Director received a cost estimate from ImageWorks Media Group for the development of a website for District Court; and

WHEREAS, ImageWorks will perform the services for a fee not to exceed \$5,918.59, to be paid from the Information Services Budget, Number 001-000-350, line item 518.80.48.0006 (R&M Website Development); and

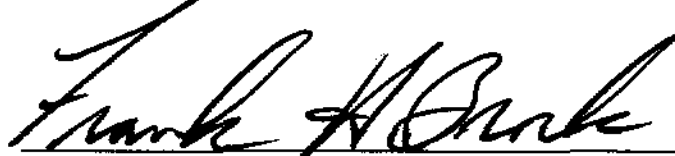
WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to accept the cost estimate as being in the best interest of Franklin County;

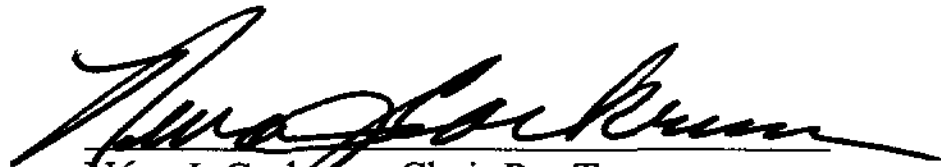
NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby approves the attached cost estimate for ImageWorks to develop a website for Franklin County District Court.

BE IT FURTHER RESOLVED, the Franklin County Board of Commissioners hereby authorizes the Chairman to sign for client approval on behalf of the Board.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Néva J. Corlum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
ImageWorks

cc: Accounting Department
District Court
Information Services

Franklin County District Court Website**2005 401**

The following cost estimate details the costs associated with developing a website for Franklin County District Court. Any deviations to the scope of work listed below may result in additional costs. Below is a functionality summary detailing the work to be completed within the parameters of this cost estimate.

FUNCTIONALITY SUMMARY**User Interface**

A new interface will be designed for the website using the navigational layout described in the attached site map. ImageWorks will complete the interface design and present the interface as a static .jpg to the client for approval. At this point the client may make comments and or modifications regarding the design. These changes will be incorporated and presented for final approval. Once final approval has been given, ImageWorks will then begin the website build. Any modifications made to the design after this approval stage may result in additional charges.

Sub Pages

Each subpage of the site will be developed in HTML and adhere to the design elements laid out in the approved interface design.

Stock Photography

Stock photography will be used in various places throughout the site. These photographs will be provided per out photo library.

OPTIONS**Mitigation Form**

This form will be created using PHP programming and will be based on the form displayed at the following address:

<http://www.co.jefferson.wa.us/discourt/MitigationForm.htm>

COST ESTIMATE

1.0	PRE-PRODUCTION		
	1.1	Project Management	\$490.00
2.0	PRODUCTION		
	2.1	User Interface	\$800.00
	2.2	HTML Programming	\$3,000.00
	2.3	Stock Photography	\$100.00
	2.4	Supporting Graphics	\$300.00
3.0	POST-PRODUCTION		
	3.1	Testing	\$225.00
	3.3	Upload	\$50.00
		TOTAL	\$4,965.00
4.0	POST-PRODUCTION		
	4.1	Form – Mitigation by Email	\$500.00

Client Approval

Frank A. Burk

Date

OCT. 3, 2005

2005 401

Contact Info.

Map

CONTACT

WEDDINGS

CONTACT

ABOUT

FRANKLIN COUNTY DISTRICT COURT

TICKETS

Traffic Interactions

Continental

SMALL CLAIMS

NAME CHANGE

PROBATION

ANTI-HARASSMENT

WARRANTS

Spanish

COURT CALENDAR

FORMS

RESEARCH

Contented

Anti-Harassment

Position for Nations Change

FRANKLIN COUNTY RESOLUTION NO. 2005 402

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AUTHORIZING THE INFORMATION SERVICES DEPARTMENT TO
PURCHASE A CANNON DESKTOP SCANNER FROM
GOVCONNECTION IN AN AMOUNT NOT TO EXCEED \$700**

WHEREAS, the Information Services Director received a quote from GovConnection for the purchase of a Canon desktop scanner; and

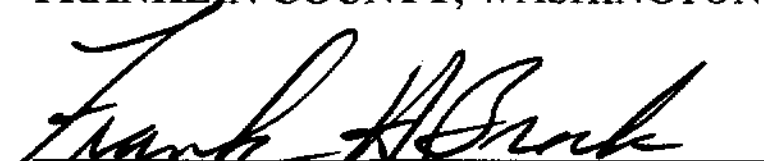
WHEREAS, said compact color document scanner will be paid for utilizing funds from the Information Services Budget, Number 001-000-350, line item 518.80.48.0002 (R&M Miscellaneous Computer Repairs); and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to accept the quote for the purchase of said scanner as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby authorizes the Information Services Department to purchase a Cannon desktop scanner as described on the attached quote from GovConnection, quote number 1469537.01-W, account number 5823437, for an amount not to exceed \$700.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkran, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Information Services

cc: Accounting Department

GovConnection™

IT Solutions for Government and Education

706 Milford Road
Merrimack, NH 03054

Account Executive: John Collins
Phone: (800) 800-0019 x33166
Fax: (603) 683-0247
Email: jcollins@govconnection.com

QUOTATION

Quote # 1469537.01-W

2005 402

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: August 31, 2005

Valid through: September 30, 2005

Account #: 5823437

QUOTE PROVIDED TO:

Franklin County, Wa
Toni Fulton

SHIP TO:

Franklin County, Wa
Toni Fulton

DELIVERY		FOB		TERMS		CONTRACT ID #	
1-30 Days A/R/O		Destination		NET 30			
Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext	
1	1	5857118	0433B002AA	DR-2050C Compact Color Document Scanner CANON USA	\$610.00	\$610.00	
	Lines: 1				Total Merchandise	\$610.00	
					Fee		
					Ship Via: Ground	10. pounds	
					Freight Charge	CALL!	
					Tax		
					TOTAL	\$610.00	

FRANKLIN COUNTY RESOLUTION NO. 2005 403

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN CONNIE PERKINS AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Connie Perkins and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Connie Perkins

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement

2005 403

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Connie Perkins, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Life Quest Fitness Center at the following address: 4215 Convention Place Pasco, WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 403

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: CONNIE PERKINS
Signature: [Signature]
Address: 2912 W. HOOD #B202
KENNEWICK WA 98336
Telephone: 509-308-8332
Date: 9/19/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT, 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

[Signature]
Frank H. Brock, Chairman

[Signature]
Neva J. Conrum, Chair Pro Tem

[Signature]
Robert E. Koch, Member

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: [Signature]
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

2005 403

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: CONNIE PERKINS
Signature: [Signature]
Address: 7912 W. HOOD #B202
KENNEWICK WA 98336
Telephone: 509-308-8332
Date: 9/19/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT, 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

[Signature]
Frank H. Brock, Chairman

[Signature]
Neva J. Centrum, Chair Pro Tem

[Signature]
Robert E. Koch, Member

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670V#91039
Prosecuting Attorney for
Franklin County

by:

[Signature]
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

ATTACHMENT "A"

RECORD SURVEY
LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, T.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 23 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCEMENT ALONG THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE
S. 68° 21' 34" E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1650.01 FEET;
THENCE S. 01° 27' 08" E., 29.00 FEET TO THE SOUTHEAST, NORTH OF WAY MARCHON OF
PARSONS POLYVALENTINE; THENCE N. 68° 21' 34" W. ALONG SAID SOUTHWEST RIGHT OF WAY
MARCHON A DISTANCE OF 34.87 FEET TO A POINT OF CURVE AND THE TRUE POINT OF
BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE
OF 88.44° (CHORD BEARS S. 82° 37' 13" E., 33.38 FEET) A RADIUS OF 33.00 FEET AND
ARC DISTANCE OF 39.18 FEET TO A POINT ON THE WESTERN MARSHON OF MOORE RUN
OR CURVE; THENCE ALONG A CURVE SAID WESTERN MARSHON 923.48 FEET TO A POINT
ON ROAD; THENCE S. 01° 27' 08" E. ALONG SAID WESTERN MARSHON
140' 11' 17" A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT
OF INTERSECTION; THENCE N. 68° 21' 34" W. 164.76 FEET THENCE N. 61° 58' 28" E., 33.73 FEET;
N. 68° 21' 34" W. 573.38 FEET TO A POINT OF CURVE; THENCE S. 01° 50' 28" W., 235.50 FEET THENCE
N. 68° 21' 34" W. 545.45 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE
RIGHT THROUGH A CENTRAL ANGLE OF 86° 00' 00" A RADIUS OF 33.00 FEET AND AN
DISTANCE OF 31.37 FEET TO A POINT ON THE EASTERN RIGHT OF WAY MARSHON OF
CONVENTION PLACE; THENCE N. 01° 32' 35" E. ALONG SAID EASTERN RIGHT OF WAY
MARSHON, 811.08 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT
THROUGH A CENTRAL ANGLE OF 86° 00' 00" A RADIUS OF 33.00 FEET AND AN ARC
DISTANCE OF 54.08 FEET TO A POINT OF INTERSECTION; THENCE S. 01° 27' 08" E.
MARSHON OF PARSONS POLYVALENTINE; THENCE S. 68° 21' 34" E. ALONG SAID SOUTHWESTLY
MARCHON A DISTANCE OF 1500.78 FEET TO THE TRUE POINT OF BEGINNING.

1720'25" EAST, 183.31 FEET ALONG SAND EAST

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD,
CONTAINING 28.10 ACRES OR 1,224,095 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINS 27 AND ALKYLE.

RECOMMENDING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89°21'34" EAST,
13,820.01 FEET ALONG THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 1°27'09" WEST, 59.00
FEET TO A POINT ON THE SOUTHWEST MARSH OF BARBER BOULEVARD; THENCE NORTH 88°11'34"
WEST, 54.32 FEET ALONG SAID SOUTHWEST MARSH TO THE BEGINNING OF A 25.00 FEET RADII'S
CURVE (RADIIUS POINT BEARS SOUTH 1°38'24" WEST) AND THE TURN POINT OF RECOMMENDO.
THENCE SOUTHEASTERNLY, 39.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 89°48'48" (CHORD BEARS SOUTH 43°31'12" EAST, 55.26 FEET) TO A POINT ON THE
WESTERN MARSH OF MOORE RAIL ROAD; THENCE SOUTH 1°27'09" WEST, 695.60 FEET ALONG SAID
WESTERN MARSH TO THE BEGINNING OF A 150.00 FEET RADII'S CURVE COMEAVE TO THE
NORTHWEST CORNER OF THE SOUTHWESTERNLY, 134.11 FEET ALONG THE WESTERN AND NORTHERLY
MARSH OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 89°11'34"; THENCE NORTH 88°21'54" WEST, 678.28 FEET ALONG SAID NORTHERLY
MARSH; THENCE NORTH 1°20'12" EAST, 607.52 FEET ALONG THE NORTH MARSH OF SAID
HOME RUN ROAD TO THE BEGINNING OF A 150.00 FEET RADII'S CURVE
COMEAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY, 54.38 FEET ALONG SAID EAST MARSH
AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°09'00" TO A POINT ON
THE SOUTHERLY MARSH OF SAID BUNDEN BOULEVARD; THENCE SOUTH 88°11'34" EAST, 1500.29
FEET ALONG SAID MARSH TO THE TURN POINT OF RECOMMENDO.

AS THIS UNDERSIGNED COULD NOT OBTAIN NECESSARY EVIDENCE, BUT FOR
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION
15, TOWNSHIP 36 NORTH, RANGE 28 EAST, W.M., TANKIN COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

RECOMMING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER: THENCE
1.012725⁺ M, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF
490.73 FEET; THENCE S.89°23'00"E, A DISTANCE OF 836.87 FEET TO THE TRUE POINT
RECOMMING; THENCE CONTINUING S.89°23'00"E, A DISTANCE OF 545.45 FEET; THENCE
S.61°15'28"W, A DISTANCE OF 239.73 FEET; THENCE N.69°21'34"W, A DISTANCE OF
545.45 FEET; THENCE N.01°38'24"E, A DISTANCE OF 119.94 FEET TO THE TRUE POINT OF
BEGINNING.

NEW LEGAL DESCRIPTION LOT 6

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD,
CONTAINING 4.9 ACRES OR 139,608 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTHWEST 721.48 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°14' EAST, 37.82 FEET TO A POINT ON THE EAST MARGIN OF CONVEYATION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 66°18'46" EAST 733.32 FEET; THENCE SOUTH 1°40'14" WEST 207.92 FEET TO A POINT ON THE NORTH BARRON OF MOUE RUM ROAD; THENCE NORTH 66°21'34" WEST, 778.24 FEET ALONG SAID NORTH BARRON TO THE BEGINNING OF A 25.00 FEET WIDE ROAD; THENCE NORTH 66°21'34" WEST, 100.00 FEET ALONG SAID ROAD TO THE BEGINNING OF A 25.00 FEET WIDE ROAD; THENCE NORTH 66°21'34" WEST, 100.00 FEET ALONG THE EAST BARRON OF CONVENTION PLACE; THENCE NORTH, 1°32'38" EAST, 153.31 FEET ALONG SAID EAST BARRON TO THE TRUE POINT OF BEGINNING. CONTAINS 3.10 ACRES.

SURVEYOR'S CERTIFICATION

1. JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#1564) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING RECORDING ACT, CHAPTER 50, LAWS OF 1971, AT THE REQUEST OF THE CITY OF PASCO.

DATE 3-20-03



AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25th DAY OF MARCH, 2003 A.D., AT 12
MINUTES PAST 2 O'Clock M., AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767, AT THE REQUEST OF THE CITY OF PASCO

James H. Spink
FRANKLIN COUNTY AUDITOR

Stylized Signature

My Density

REV. 5-20-03

1621433
Page: 2 of 2
03/29/2003 02:
Fremont Co, WY

SUBV **Reg.-No** **Franchise fee,** **fee**

CITY OF PASCO

7005
JOL

PROJECT	BOUNDARY LINE ADJUSTMENT
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LOTS 2 & 5, BSP 2001-06

DRAWN BY	MPJ	SCALE 1" = 200'	F. B. NO.	NO.
			50PM01-	323

APPROVED	DATE	1-28-05
		50PMJ- 32
		FNA: 7003.0W

APPROVED	JAB	DATE	1-28-05	FMS:	7003.0
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ROGERS
SURVEYING INC.
805 COLUMBIA PARK TRAIL
NICHOLAND, VA. 29355
PHONE (803) 827-1806
FAX: (803) 827-2804
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 404

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN ALYSSA CHAPMAN AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Alyssa Chapman and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Alyssa Chapman

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 404

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027. Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Alyssa Chapman, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeforest Fitness Center at the following address: 4215 Convention Place, WA 98301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 404

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Alissa Chapman
Signature: *Alissa Chapman*
Address: 133 Orchard Way
Richland, WA 99352
Telephone: (509) 628-9094
Date: September 14, 2005

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT, 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Conkum
Neva J. Conkum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W/91039
Prosecuting Attorney for
Franklin County

by: *Rob*
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

ATTACHMENT "A"

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES

1. BASES OF BEARINGS IS A RECORD SURVEY AS SHOWN IN VOLUME 1, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (S) = RECORD (C) = COMPUTER
3. 0 = EPOCHES SET 5/8" 224" REBAR WITH YELLOW PLASTIC CAP STAMPED "MIL-JAS 213847".
4. 6 = REMOTES FOUND ROGERS SURVEYING 5/16" REBAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LOTS SET 3 TOTAL STATION, CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28TH DAY OF MARCH, 2005 A.D., AT 12
MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 167 AT THE REQUEST OF THE CITY OF PASCO.

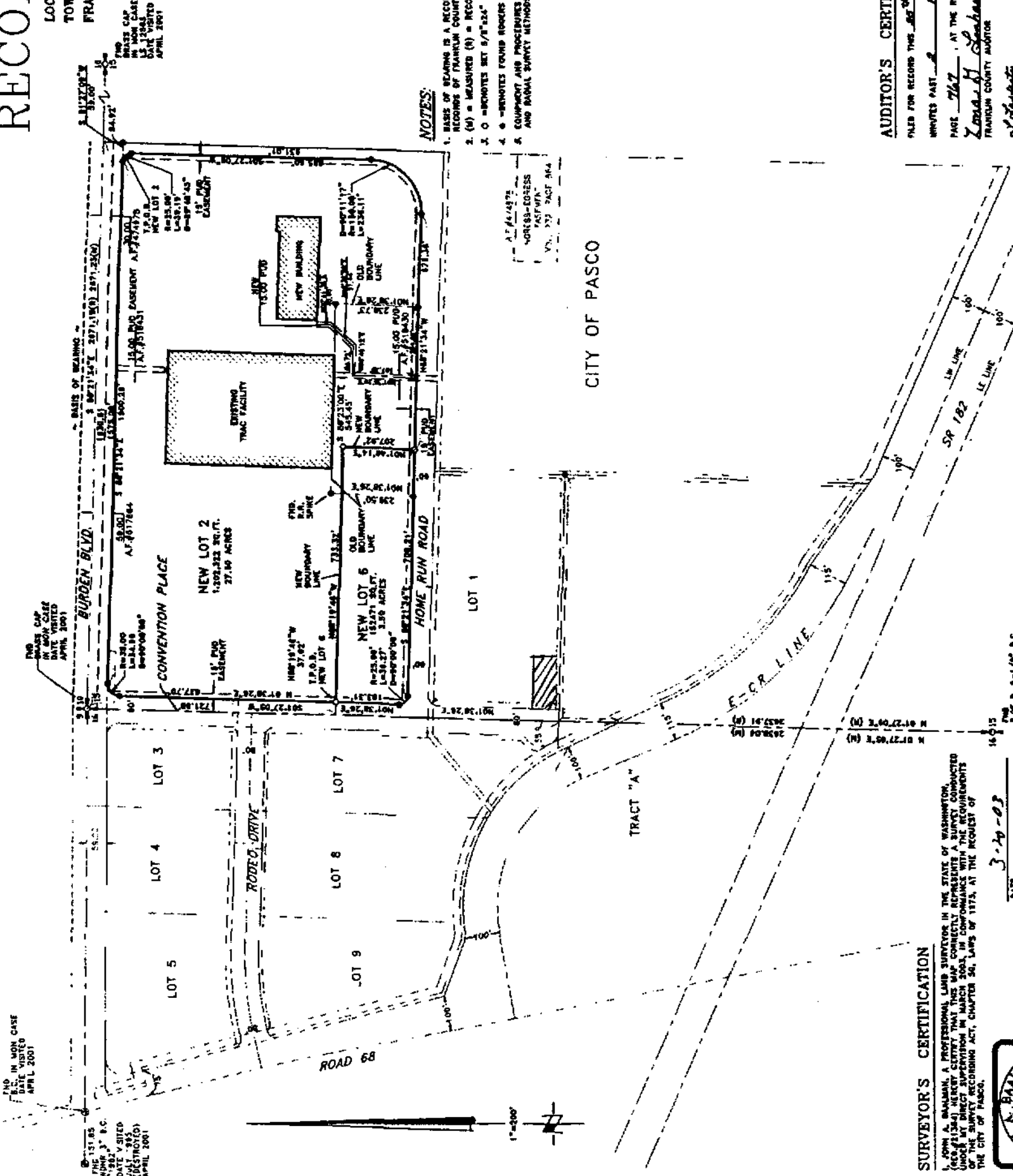
1621433
FRANKLIN COUNTY AUDITOR
DATE 3/28/2005 12:15P
BY 11.46 Franklin Co. WA

ROGERS SURVEYING INC.
805 COLUMBIA PARK TRAIL
ACAPULCO, CA 92008
PHONE (951) 477-2804
WWW.ROGERS-SURVEYING.COM

CITY OF PASCO

PROJECT BOUNDARY LINE ADJUSTMENT
LOTS 2 & 5, BSP 2001-06

APPROVED BY DATE 3-28-05 FILED 7003.DWG SHEET 1 OF 2



SURVEYOR'S CERTIFICATION

I, JOHN A. BALMAIN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG 21384) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 56, LAWS OF 1975, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-28-05

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 87°11'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S. 01°17'09"W. 54.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N. 87°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 34.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°48'43" (CHORD BEARS S. 45°27'12"E. 35.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.16 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S. 01°17'09"W. ALONG SAID WESTERLY MARGIN 855.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17". A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N. 87°21'34"W. 288.76 FEET; THENCE S. 01°17'09"W. 239.50 FEET; THENCE N. 87°21'34"W. 572.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00". A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N. 01°38'28"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00". A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 84.80 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S. 87°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.38 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
CONTAINING 28.10 ACRES OR 1,224,985 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 87°21'34" EAST, 1530.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 87°21'34" WEST, 34.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING. THENCE SOUTHEASTERLY, 38.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°48'43" (CHORD BEARS SOUTH 45°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 895.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE WESTERLY; THENCE SOUTHWESTERLY, 234.11 FEET ALONG THE WESTERLY AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17". THENCE NORTH 87°21'34" WEST, 879.58 FEET ALONG SAID NORTHERLY MARGIN; THENCE NORTH 1°40'14" EAST, 307.92 FEET; THENCE NORTH 87°18'40" WEST, 733.32 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 01°38'28" EAST, 827.78 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTH 87°21'34" WEST, 1500.38 FEET ALONG SAID WESTERLY MARGIN OF BURDEN BOULEVARD; THENCE SOUTH 87°21'34" EAST, 1500.38 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.86 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 87°11'34"E. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 890.77 FEET; THENCE S. 01°17'09"W. A DISTANCE OF 434.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 87°21'34"W. A DISTANCE OF 548.48 FEET; THENCE S. 01°38'28"E. A DISTANCE OF 353.73 FEET; THENCE N. 87°21'34"W. A DISTANCE OF 548.48 FEET; THENCE N. 01°38'28"E. A DISTANCE OF 238.54 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.
CONTAINING 5.0 ACRES OR 150,698 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 731.88 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°18'40" EAST, 374.52 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 87°18'40" EAST, 734.52 FEET; THENCE SOUTH 1°40'14" WEST, 202.93 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 87°21'34" WEST, 708.21 FEET ALONG THE NORTH MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY, 28.27 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'28" EAST, 103.31 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REG. 2134) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS THE SURVEY CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 30, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 1-20-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28th DAY OF MARCH, 2003 A.D., AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.
PAGE 787, AT THE REQUEST OF THE CITY OF PASCO.

Zona M. Lebert
FRANKLIN COUNTY AUDITOR
1621433
Page 2 of 2
03/28/2003 02:19P
BY: FRANKLIN CO. CLERK

REV. 3-20-03

CLIENT		CITY OF PASCO		JOB	7003
PROJECT		BOUNDARY LINE ADJUSTMENT			
		LOTS 2 & 6, BSP 2001-06			
DRAWN BY	SPJ	SCALE	1"= 200'	F.B. NO.	NONE
APPROVED	JAB	DATE	2-28-03	EXHIBIT	32137
				FILE	7003.DWG
				SHEET	2
				OF	2

ROGERS SURVEYING INC.
883 COLUMBIA PARK TRAIL
RICHLAND, WA 99351
PHONE (509) 827-2846
FAX (509) 827-2846
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 405

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN LISE NAEGELI AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Lise Naegeli and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Lise Naegeli

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement

2005 405

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, LISE NAGGELT, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to LifeQuest Fitness Center at the following address: 4215 CONVENTION PLACE, RASDAQ AREA. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 405

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Lise Naegeli
Signature: *Lise Naegeli*
Address: 1814 W. 21st #D
Kennewick, WA 99336
Telephone: 460-7518
Date: 9/12/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT. 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: *RE Verhulst*
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASES OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (P) = RECORDED (C) = COMPUTED
3. O = DENOTES SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSG-JAN 21984".
4. R = DENOTES FOUND RODS SURVEYING 5/8" REBAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LOTS SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 26TH DAY OF MARCH, 2003 A.D., AT 12
MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Zonah H. Schubert
FRANKLIN COUNTY AUDITOR

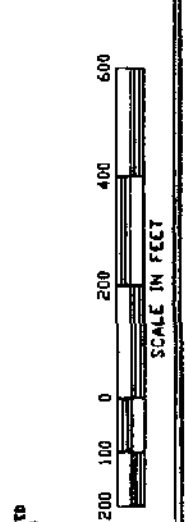
1621433
PUB. 1 OF 2
02/28/2004 02:12P
SUN 04 00 FRANKLIN CO., WA

Z. Schubert
FRANKLIN COUNTY AUDITOR

REV. 3-20-03

CLIENT	CITY OF PASCO	JOB	7003
PROJECT	BOUNDARY LINE ADJUSTMENT		
APPROVED	DATE	SCALE	1" = 200'
BY	DATE	DATE	3-28-03
FILE	7003.DWG	SHEET	1 OF 2

ROGERS SURVEYING INC.
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www.rogerssurveying.com

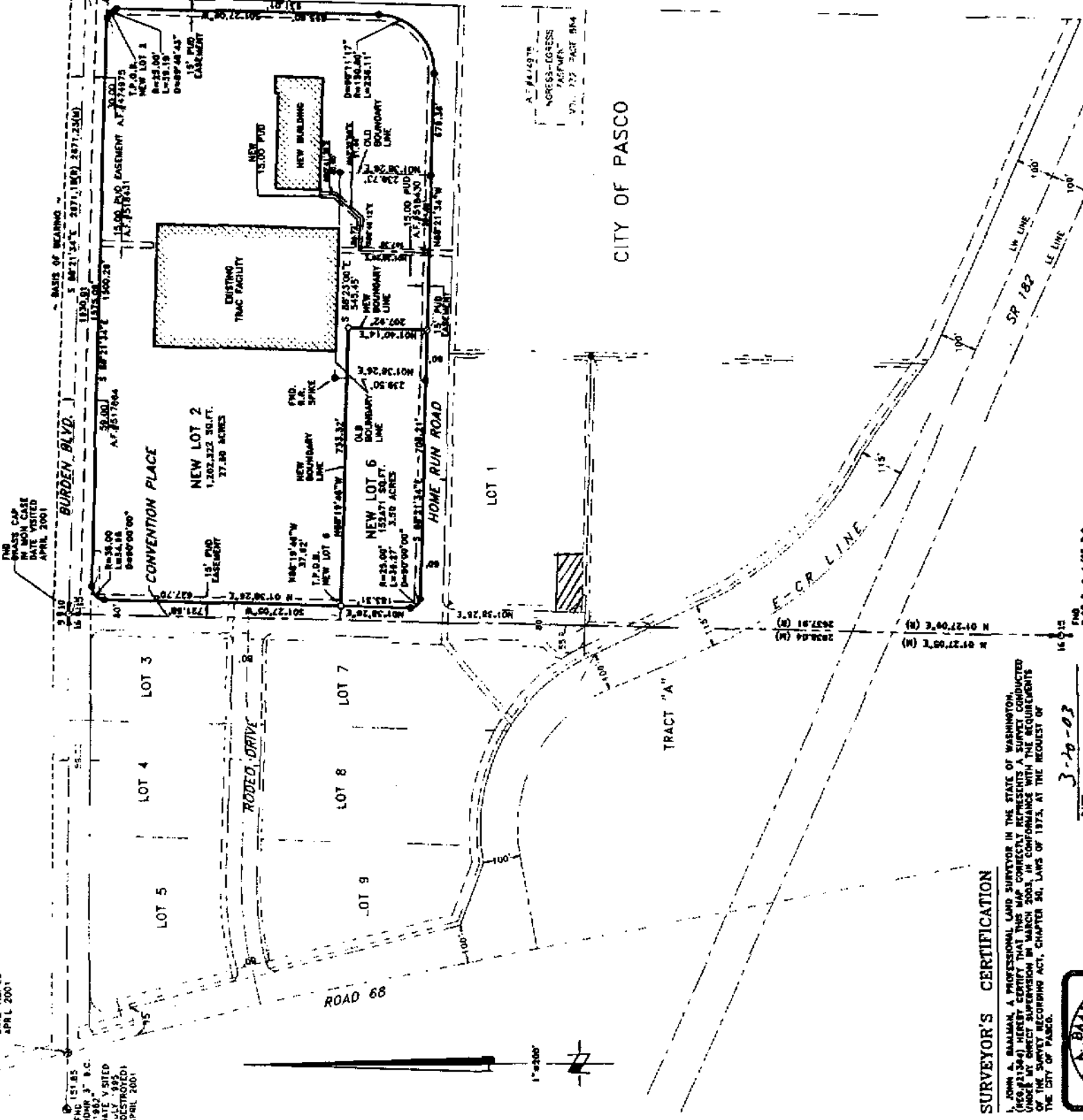


SURVEYOR'S CERTIFICATION

I, JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(REG-21344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF
THE CITY OF PASCO.



DATE 3-26-03



RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 87°21'34"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S. 01°27'09"W, 59.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N. 86°21'34"W, ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.83 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS S. 47°27'12"E, 33.30 FEET) A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S. 01°27'09"W, ALONG SAID WESTERLY MARGIN 593.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.13 FEET TO A POINT OF TANGENT; THENCE N. 86°21'34"W, 246.76 FEET; THENCE N. 01°38'28"E, 239.73 FEET; THENCE N. 86°21'34"W, 573.35 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 38.37 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N. 01°38'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN, 811.09 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 33.00 FEET AND AN ARC DISTANCE OF 54.88 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S. 86°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224.998 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°21'34" EAST, 1630.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 86°21'34" WEST, 54.83 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 23.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 47°27'12" EAST, 33.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 593.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE WESTERLY; THENCE SOUTHWESTERLY, 236.13 FEET ALONG THE WESTERLY AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17"; THENCE NORTH 86°21'34" WEST, 246.76 FEET ALONG SAID WESTERLY MARGIN; THENCE NORTH 1°48'14" EAST, 237.32 FEET; THENCE NORTH 86°21'34" WEST, 239.73 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 01°38'28" EAST, 236.13 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 23.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, 38.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE SOUTH 86°21'34" EAST, 1500.29 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 8

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 01°27'09"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 593.77 FEET; THENCE S. 86°21'34"W, A DISTANCE OF 54.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 86°21'34"W, A DISTANCE OF 54.83 FEET; THENCE S. 01°27'09"W, A DISTANCE OF 236.13 FEET; THENCE N. 86°21'34"W, A DISTANCE OF 548.45 FEET; THENCE N. 01°38'28"E, A DISTANCE OF 239.73 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130.698 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 8

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 59.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 86°21'34" EAST, 54.83 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 86°21'34" EAST, 733.32 FEET; THENCE SOUTH 1°48'14" WEST, 237.32 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 86°21'34" WEST, 239.73 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 23.00 FEET RADIUS CURVE CONCAVE TO THE NORTH; THENCE NORTHEASTERLY, 38.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°48'14" EAST, 237.32 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BALLMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 21304) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2005, IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 66, LAWS OF 1972, AT THE REQUEST OF THE CITY OF PASCO.



DATE 1-28-05

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28 DAY OF MARCH, 2005 A.D., AT 12 MIDDLETOWN, WASH. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 161 AT THE REQUEST OF THE CITY OF PASCO.

Lorena M. Leach
FRANKLIN COUNTY AUDITOR

John A. Ballman
BY

1621433
Page: 2 of 2
03/28/2005 02:13P
BY FRANKLIN CO. CLERK

REV. 5-20-03

CITY OF PASCO		JOB 7003
PROJECT BOUNDARY LINE ADJUSTMENT LOTS 2 & 8, BSP 2001-06		SHEET 2 OF 2
DRAWN BY RPJ	SCALE 1"=200'	F. B. NO. SDPROJ- 12197
APPROVED JAB	DATE 2-28-05	FILE 7003.DWG

ROGERS SURVEYING INC.
245 COLUMBIA PARK TRAIL
RICHLAND, WA 99353
PHONE (509) 827-2222
FAX (509) 827-2224
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 406

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN BRETT BOWEN AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Brett Bowen and Franklin County, authorizing parking on Franklin County property.


APPROVED this 3rd day of October 2005.


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Brett Bowen

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 406

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Brett Bowen, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to LifedQuest Fitness Center, at the following address: 4215 Convention Place, Pasco, WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 406

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Brett Bowen
Signature: [Signature]
Address: 401 S. Volland St.
Kennewick, WA 99336
Telephone: 438-9905
Date: 9/12/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT. 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

[Signature]
Frank H. Brock, Chairman

[Signature]
Neva J. Corkrum, Chair Pro Tem

[Signature]
Robert E. Koch, Member

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: [Signature]
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE
S.88°21'35"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET;
THENCE S.61°27'09"W. 59.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF
MURDEN BOULEVARD; THENCE N.88°21'34"E. ALONG SAID SOUTHERLY RIGHT OF WAY
MARGIN A DISTANCE OF 54.32 FEET TO A POINT OF CURVE; THENCE A CENTRAL ANGLE
BEGINNING: THENCE ALONG SAID CURVE TO THE RIGHT THROUGHOUT THE ENTIRE
OF 88°48'43" (CHORD BEARS S.43°27'12"E. 35.50 FEET); MANUS OF 35.00 FEET AND AN
ARC DISTANCE OF 35.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN
OF CURVE; THENCE ALONG W. CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF
80°11'17". A DISTANCE OF 150.00 FEET; MANUS OF 150.00 FEET AND AN ARC
DISTANCE OF 148.23'00". 168.75 FEET; THENCE N.81°30'21"E. 259.23 FEET;
OF TANGENT; THENCE N.81°30'21"E. 168.75 FEET; THENCE N.81°30'21"E. 359.23 FEET;
THENCE ALONG 259.00". 648.45 FEET; THENCE S.01°38'38"W. 259.30 FEET; THENCE
N.88°21'34"E. 575.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE
RIGHT THROUGHOUT THE ENTIRE OF 80°00'00" (CHORD BEARS S.43°27'12"E. 35.50
DISTANCE OF 35.27 FEET); MANUS OF 35.00 FEET AND AN ARC DISTANCE OF 35.19
FEET TO A POINT OF CURVE; THENCE ALONG THE EASTERLY RIGHT OF WAY MARGIN OF
COMPENSATION OF 35.27 FEET TO A POINT OF CURVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY
MARGIN, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT
THROUGHOUT THE ENTIRE OF 80°00'00" (CHORD BEARS S.43°27'12"E. 35.50 FEET);
DISTANCE OF 54.38 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY
MARGIN OF MURDEN BOULEVARD; THENCE S.88°21'34"E. ALONG SAID SOUTHERLY
MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,013 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH,
RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 09°31'24" EAST, 1632.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 71°27'00" WEST, 1250.00 FEET TO THE POINT OF BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE (MARKUS POINT BEARS SOUTH 4°38'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'33" (CHORD BEARS SOUTH 43°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'00" WEST, 635.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17" (CHORD BEARS SOUTH 48°19'48" WEST, 579.38 FEET) TO A POINT ON THE WESTERLY MARGIN OF SAID HOME RUN ROAD; THENCE SOUTH 69°31'34" WEST, 679.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17" (CHORD BEARS SOUTH 48°19'48" WEST, 579.38 FEET) TO A POINT ON THE WESTERLY MARGIN OF SAID HOME RUN ROAD; THENCE NORTH 1°40'14" EAST, 207.32 FEET; THENCE NORTH 48°19'48" WEST, 713.32 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'21" EAST, 657.70 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 82°21'34" EAST, 1500.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 23.60 ACRES.

CONTAINS 27.60 ACRES.

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE BEGINNING AT 1°27'05" W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 828.907' TO THENCE; THENCE S.88°23'08" E. A DISTANCE OF 636.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.88°23'08" E. A DISTANCE OF 848.48 FEET; THENCE S.91°30'28" W. A DISTANCE OF 233.73 FEET; THENCE N.88°21'54" W. A DISTANCE OF 850.140' TO THENCE; THENCE S.91°30'28" W. A DISTANCE OF 339.50 FEET TO THE TRUE POINT OF BEGINNING.

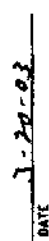
SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.
CONTAINING 3.0 ACRES OR 130,688 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH,
RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'05" WEST, 731.68 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 86°19'44" EAST, 37.62 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°19'46" EAST, 735.32 FEET TO THE BEGINNING OF A 25.00 FOOT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY 38.27 FEET ALONG SAID CURVE TO THE NORTH; THENCE SOUTHWESTERLY 38.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'00" TO A POINT ON THE EAST MANHOLE OF CONVENTION PLACE; THENCE NORTH 1°58'28" EAST, 153.31 FEET ALONG SAID EAST MANHOLE TO THE TRUE POINT OF BEGINNING. CONTAINS 3.60 ACRES.

1. JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#213346) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION ON MARCH 2005, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



FILED FOR RECORD THIS 25TH DAY OF MARCH, 2008 A.D., AT LA
MINUTES PAST 2 O'Clock AND RECORDED IN VOLUME 2 OF SURVEYS.
PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Zora H. Lohr
FRANKLIN COUNTY AUDITOR

[illegible]

REV: J-20-03

ROGERS SURVEYING INC.		CITY OF PASCO		JOB
803 COLUMBIA PARK TRAIL RICHLAND, WA. 99352		BOUNDARY LINE ADJUSTMENT		7693
PHONE (509) 927-7664 FAX (509) 927-7664 www.rogerssurveying.com		LOTS 2 & 6, BSP 2001-06		
DRAWN BY	RPJ	SCALE	1"= 200'	F. B. NO. NONE
APPROVED JAB	DATE	2-28-03	SUPP. 1	37297
				SHEET 3
				OF 2

FRANKLIN COUNTY RESOLUTION NO. 2005 407

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN JOYLYNN COGHILL AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

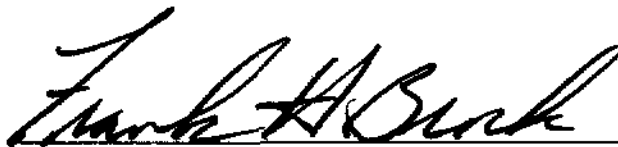
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Joylynn Coghill and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Joylynn Coghill

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement

2005 407

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Jaylynn Coahill, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifewest Fitness Center at the following address: 4215 Convention Place Pasco WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 407

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Jaylyn CoghillSignature: Jaylyn CoghillAddress: 004103 W. Sahara DrivePasco WA 99301Telephone: 545-2190Date: 9/10/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of Oct., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: RUB

Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (S) = RECORDED (C) = COMPUTED
3. O = DENOTES SET 5/8" X 2 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAR 2158A".
4. O = DENOTES FOUND ROGERS SURVEYING 5/8" REBAR W/ CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITE SET 3 TOTAL STATION, CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILES FOR RECORD THIS 25 DAY OF MARCH, 2003 A.B., AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS, PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Louise H. Lambert
FRANKLIN COUNTY AUDITOR

1621433
PAGES: 1 OF 2
82/28/288 02:12P
BY: 88 88 Franklin Co. WA

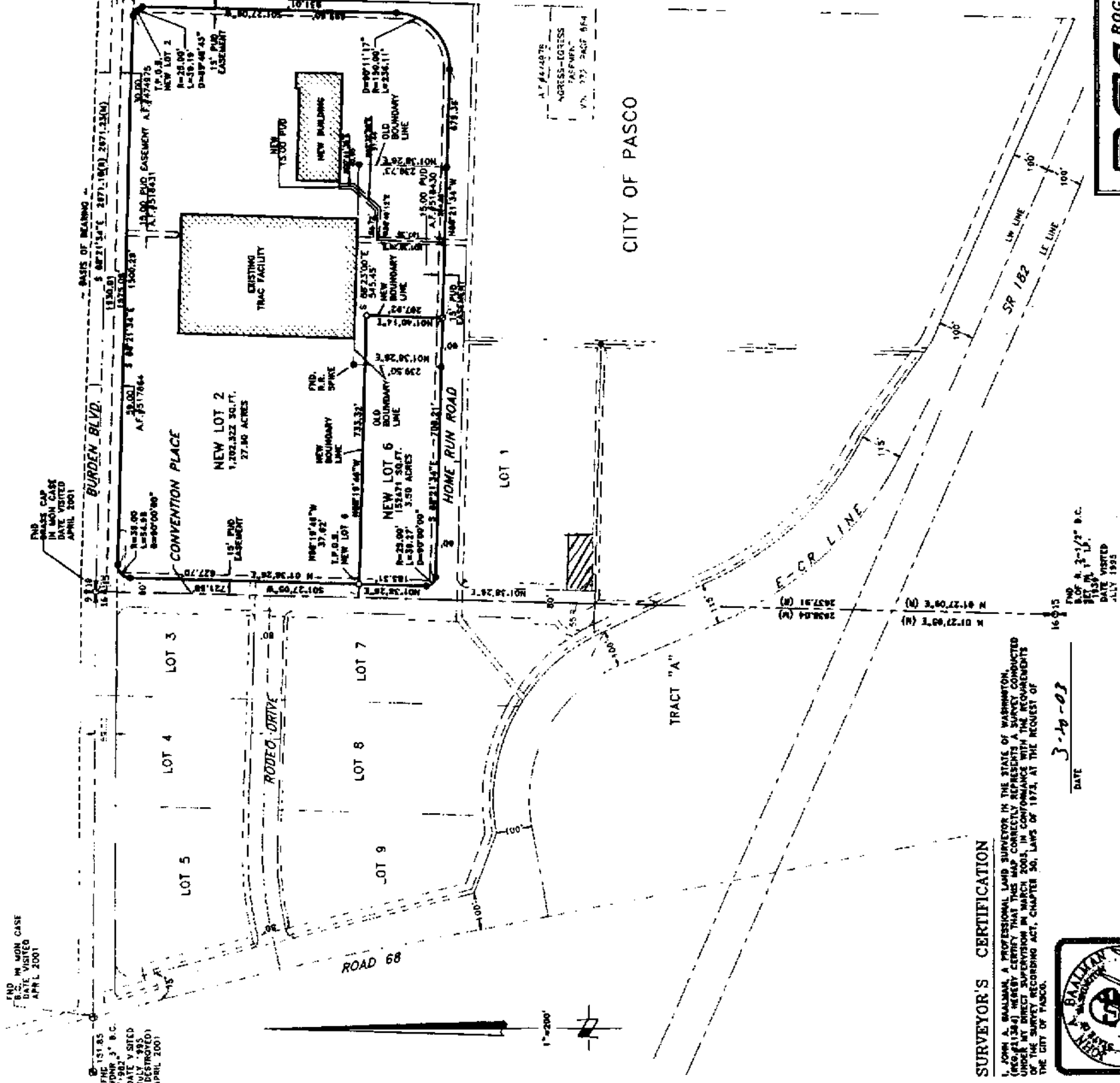
APPROVED JAB DATE 3-28-03 FILE: 7003.0WC

PROJECT BOUNDARY LINE ADJUSTMENT

LOTS 2 & 5, BSP 2001-06

APPROVED JAB DATE 3-28-03 FILE: 7003.0WC

ROGERS SURVEYING INC.
803 COLUMBIA PARK TRAIL
RICHLAND, WA 98553
PHONE (509) 827-2888
FAX (509) 827-2894
www.rogerssurveying.com



SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG-211344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-14-03

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.88°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 150.01 FEET; THENCE S.01°37'09"W. ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.88°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE; THENCE S.01°37'09"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 239.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS S.45°27'12"E. 35.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.19 FEET TO A POINT ON THE WESTERN MARGIN OF HOME RUN ROAD; THENCE S.01°37'09"W. ALONG SAID WESTERN MARGIN 885.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W. 288.76 FEET; THENCE S.01°37'09"W. 239.73 FEET; THENCE N.88°21'34"W. 573.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.01°38'28"E. ALONG SAID EASTERN RIGHT OF WAY MARGIN 811.09 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.19 FEET TO A POINT OF TANGENT; THENCE S.88°21'34"E. ALONG SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.28 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224.085 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 88°21'34" EAST, 1530.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 20.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 88°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°27'09" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 38.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 45°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERN MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 685.80 FEET ALONG SAID WESTERN MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 234.11 FEET ALONG THE WESTERN AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS NORTH 88°21'34" WEST, 239.73 FEET) TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°27'09" WEST, 1531.52 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°27'09" WEST, 827.76 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, 34.38 FEET ALONG SAID EAST MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 88°21'34" EAST, 1500.28 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINING 27.88 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.01°37'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 190.77 FEET; THENCE S.88°21'34"E. A DISTANCE OF 154.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.88°21'34"E. A DISTANCE OF 54.92 FEET; THENCE S.01°37'09"W. A DISTANCE OF 239.73 FEET; THENCE N.88°21'34"E. A DISTANCE OF 54.92 FEET; THENCE N.01°38'28"E. A DISTANCE OF 239.73 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130.888 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 8

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 731.88 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°21'34" EAST, 57.62 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING

THENCE SOUTH 88°19'48" EAST, 732.22 FEET; THENCE SOUTH 1°27'09" WEST, 807.93 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 88°21'34" WEST, 708.21 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY, 34.38 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°27'09" EAST, 1531.52 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BALKMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 21138-4) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2005, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 36, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-20-05

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25th DAY OF MARCH, 2005 A.D., AT 12:30 MINUTES P.M. BY B.W. AND RECORDED IN VOLUME 2 OF SURVEYS. PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
Page 2 of 2
03/28/2005 02:12P
W. W. FREELIC, JR.
F. B. NO. 31357
SOPRNOJ-31357
FILE: 7003.DWG

ROGERS SURVEYING INC.
883 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 827-8866
FAX: (509) 827-8894
www.rogerssurveying.com

CLIENT	CITY OF PASCO	JOB	7003
PROJECT	BOUNDARY LINE ADJUSTMENT		
	LOTS 2 & 6, BSP 2001-06		
DRAWN BY	NPJ	SCALE	1"= 200'
APPROVED	JMS	DATE	2-28-03
		F. B. NO.	NONE
		SOPRNOJ	31357
		FILE	7003.DWG
		SHEET	2
		OF	2

FRANKLIN COUNTY RESOLUTION NO. 2005 408

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN MICHAEL HOARD AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Michael Hoard and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Michael Hoard

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement

2005 408

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Michael Hoard, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeguard Fitness Center, at the following address: 4215 Convention Place Pasco, WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 408

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: MICHAEL J HOARD
Signature: Michael J Hoard
Address: 2400 DALLAS ST
RICHLAND WA 99352
Telephone: 509-943-4738
Date: 9/9/2005

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT., 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Conkum
Neva J. Conkum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by:

RUB
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SITE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED
3. O = REMOTE SET 5/8" x 2 1/2" BEAR WITH YELLOW PLASTIC CAP STAMPER "WES-LAS 21384"
4. = REMOTES FOUND ROGERS SURVEYING 5/8" BEAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITE SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

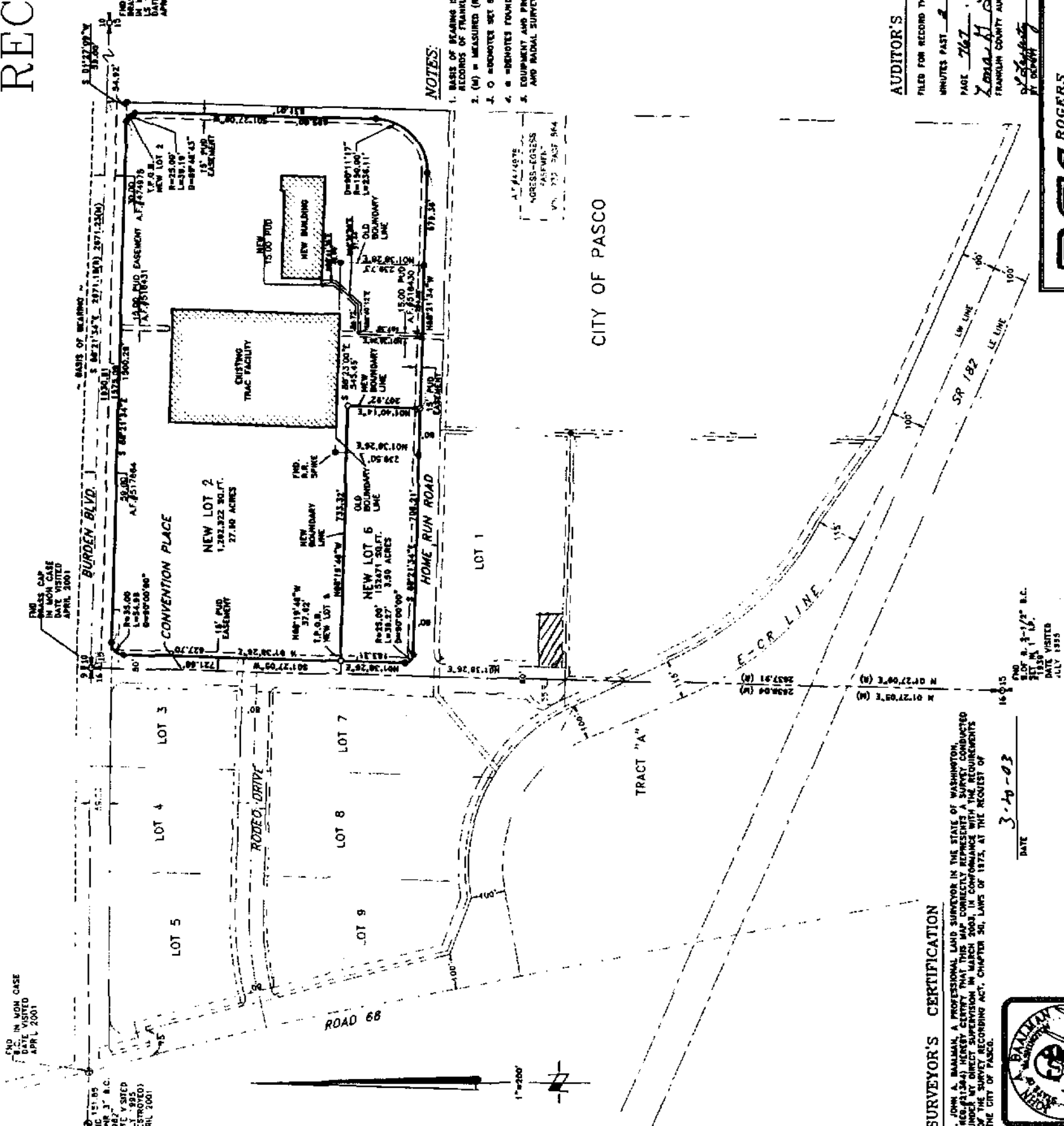
FILED FOR RECORD THIS 24th DAY OF MARCH, 2003 A.D., AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
FRANKLIN COUNTY AUDITOR
REV. 7-20-03

ROGERS SURVEYING INC.
403 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 847-8888
FAX (509) 827-2844
www.rogerssurveying.com

CLIENT	CITY OF PASCO	JOB	7063
PROJECT	BOUNDARY LINE ADJUSTMENT		
	LOTS 2 & 6, BSP 2001-06		
DRAWN BY	RFJ	SCALE	1"=200'
APPROVED	JAB	DATE	2-28-03
		FILE	7063.096
		SHEET	1
		OF	2



SURVEYOR'S CERTIFICATION

I, JOHN A. MAULMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. #12344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 56, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-14-03

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 87°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1500.01 FEET; THENCE S. 01°27'09"W. 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARSH OF BURDEN BOULEVARD; THENCE N. 87°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARSH A DISTANCE OF 54.52 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84°48'13" (CHORD BEARS S. 45°27'12"E. 35.30 FEET) A RADIUS OF 55.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE WESTERN MARSH OF HOME RUN ROAD; THENCE S. 01°27'09"W. ALONG SAID WESTERN MARSH 845.50 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N. 87°21'34"W. 388.78 FEET; THENCE N. 01°38'28"E. 238.73 FEET; THENCE N. 87°21'34"W. 574.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84°48'13", A RADIUS OF 55.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARSH OF CONVENTION PLACE; THENCE N. 01°38'28"E. ALONG SAID EASTERLY RIGHT OF WAY MARSH, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84°48'13", A RADIUS OF 55.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENT AND SAID SOUTHERLY MARSH OF BURDEN BOULEVARD; THENCE S. 87°21'34"E. ALONG SAID SOUTHERLY MARSH A DISTANCE OF 1500.28 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,066 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 87°21'34" EAST, 1500.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 50.00 FEET TO A POINT ON THE SOUTHERLY MARSH OF BURDEN BOULEVARD; THENCE NORTH 87°21'34" WEST, 54.52 FEET ALONG SAID SOUTHERLY MARSH TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°30'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY, 38.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'13" (CHORD BEARS SOUTH 45°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERN MARSH OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 845.50 FEET ALONG SAID WESTERN MARSH TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 238.11 FEET ALONG THE WESTERN MARSH AND NORTHERLY MARSH OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°11'17" THENCE NORTH 87°21'34" WEST, 478.58 FEET ALONG SAID NORTHERLY MARSH; THENCE NORTH 1°27'09" EAST, 207.93 FEET; THENCE NORTH 87°21'34" WEST, 231.32 FEET TO A POINT ON THE EAST MARSH OF CONVENTION PLACE; THENCE NORTH 1°27'09" EAST, 827.70 FEET ALONG SAID EAST MARSH TO THE BEGINNING OF A 15.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, 15.00 FEET ALONG SAID CURVE TO A POINT ON THE SOUTHERLY MARSH OF BURDEN BOULEVARD; THENCE SOUTH 87°21'34" EAST, 1500.28 FEET ALONG SAID MARSH TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.66 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 890.17 FEET; THENCE S. 87°21'34"E. A DISTANCE OF 434.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 87°21'34"E. A DISTANCE OF 54.52 FEET; THENCE S. 01°27'09"W. A DISTANCE OF 238.73 FEET; THENCE N. 87°21'34"W. A DISTANCE OF 545.45 FEET; THENCE N. 01°38'28"E. A DISTANCE OF 238.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130,598 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 731.48 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°21'34" EAST, 37.82 FEET TO A POINT ON THE EAST MARSH OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 87°18'45" EAST, 733.32 FEET; THENCE SOUTH 1°27'09" WEST, 207.93 FEET TO A POINT ON THE NORTH MARSH OF HOME RUN ROAD; THENCE NORTH 87°21'34" WEST, 708.21 FEET ALONG SAID NORTH MARSH TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 25.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'13" (CHORD BEARS SOUTH 45°27'12" EAST, 35.30 FEET) TO A POINT ON THE EAST MARSH OF CONVENTION PLACE; THENCE NORTH 1°27'09" EAST, 183.31 FEET ALONG SAID EAST MARSH TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.60 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BALLMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 21384) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2005, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 36, LAWS OF 1975, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-30-05

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28th DAY OF MARCH, 2005 A.D., AT PA MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS, PAGE 787, AT THE REQUEST OF THE CITY OF PASCO.

James H. Lebert
FRANKLIN COUNTY AUDITOR



REV. 5-20-03

CLIENT		CITY OF PASCO	JOB 7005
PROJECT		BOUNDARY LINE ADJUSTMENT LOTS 2 & 6, BSP 2001-06	
DRAWN BY	RPA	SCALE	1"=200'
APPROVED	JAB	DATE	3-28-05
F. B. NO. NONE		SOPNO.	32397
TLC		FOOTING	OF 3

ROGERS SURVEYING INC.
283 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 827-8888
FAX (509) 827-2884
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 409

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN CHRYSTAL HILLIS-HILDEBRANT AND FRANKLIN
COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

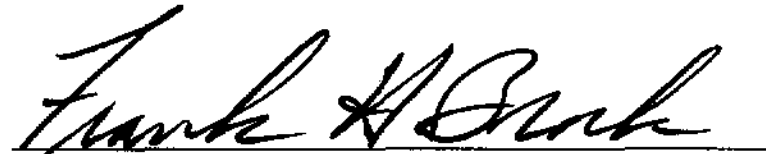
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Chrystal Hillis-Hildebrant and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Chrystal Hillis-Hildebrant

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 409

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Chrystal Hildebrand, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeguard Fitness Center, at the following address: 4215 Convention Place Pasco, WA 99201. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 409

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Crystal Hillis-Hildebrand
Signature: Crystal Hillis-Hildebrand
Address: 205 E. 14th Ave.
Kennewick, WA. 99337
Telephone: (509) 308-4856
Date: 9/8/2005

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT., 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: REB
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARINGS IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 34, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (N) = RECORD (C) = COMPUTED
3. O = DENOTES SET 5/8" X 3/4" NEAR WITH YELLOW PLASTIC CAP STAMPED "RS-JAN 21 2004".
4. O = DENOTES FOUND ROGERS SURVEYING 5/8" NEAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITE SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28TH DAY OF MARCH, 2003 A.D. AT 12
MINUTES PAST 12 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS,
PAGE 7627, AT THE REQUEST OF THE CITY OF PASCO.

Louise L. Leach
FRANKLIN COUNTY AUDITOR
PAGE CITY OF PASCO
1621433
02/02/2004 02:13P
SUN 11 00 FRANKLIN CO. WA
REV. J-20-03

ROGERS SURVEYING INC.
303 COLUMBIA PARK TRAIL
RICHLAND, WA 99354
PHONE (509) 877-2868
FAX (509) 877-2894
www.rogerssurveying.com

RSI

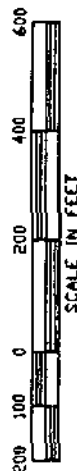
CITY	CITY OF PASCO	JOB	7603
PROJECT	BOUNDARY LINE ADJUSTMENT		
LOTS	LOTS 2 & 6, BSP 2001-06		
DATE	3-28-03	SCALE	1"=200'
APPROVED	JAB	DATE	3-28-03
BY	RPJ	DATE	3-28-03
FILE	7603.DWG	SHEET	1 OF 2

SURVEYOR'S CERTIFICATION

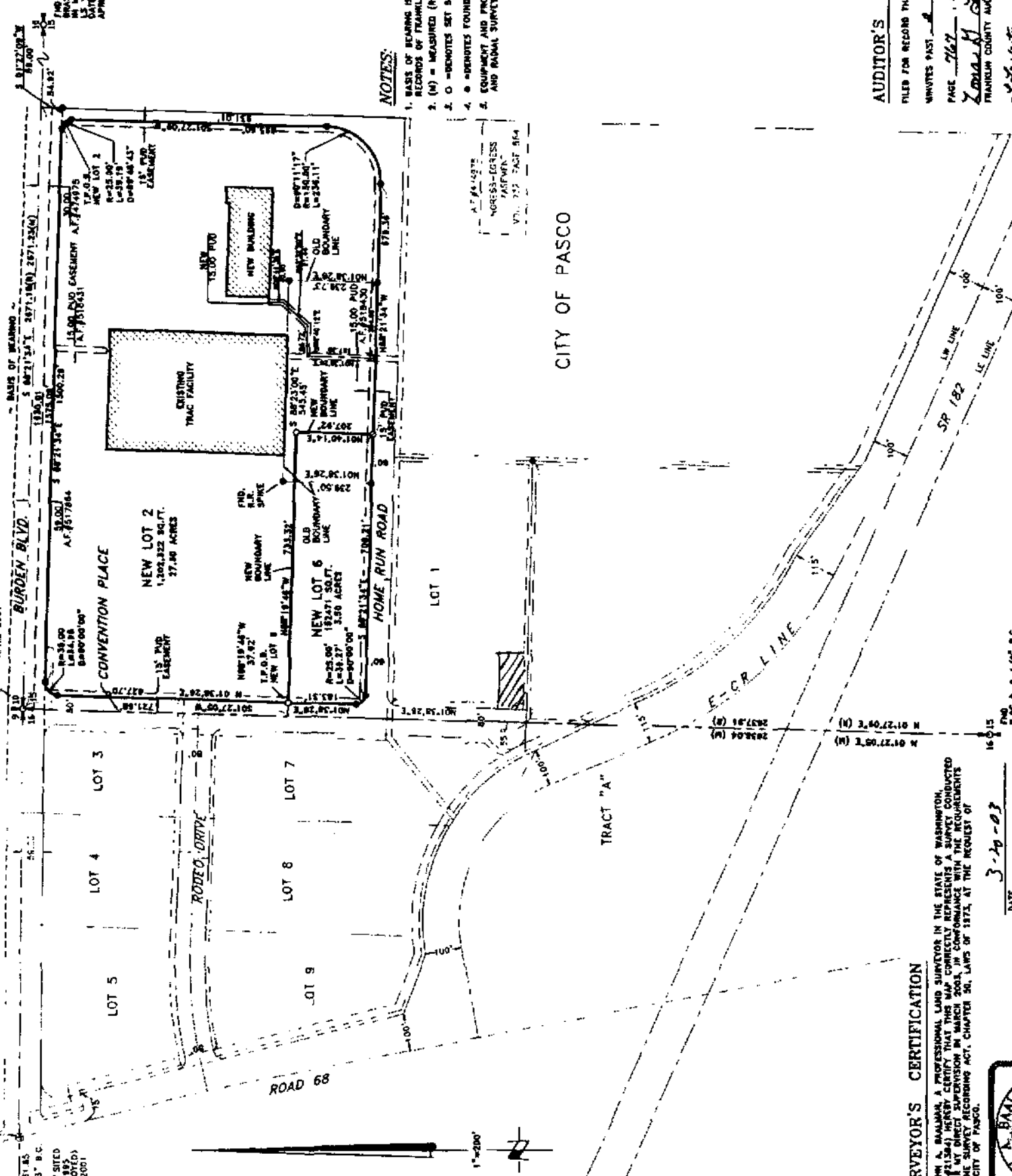
I, JOHN A. BALKMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(REG. #12345) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1972, AT THE REQUEST OF
THE CITY OF PASCO.



DATE 3-28-03



SCALE IN FEET



TACHMENT "A"

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.,
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 84°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S. 01°27'09"W. ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD, THENCE N. 88°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 548.2 FEET TO A POINT OF CURVE; AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°49'43" (CHORD BEARS S. 45°27'12"E. 55.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.16 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S. 01°27'09"W. ALONG SAID WESTERLY MARGIN 895.60 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17". A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N. 88°21'34"W. 288.78 FEET; THENCE S. 01°28'28"E. 239.73 FEET; THENCE N. 88°21'34"W. 574.36 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00". A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N. 07°38'26"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°00'00". A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.38 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S. 88°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1560.39 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,093 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 88°21'34" EAST, 1530.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 58.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 88°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'26" WEST) AND THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY, 38.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'43" (CHORD BEARS SOUTH 45°27'12" EAST, 55.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 895.60 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 316.11 FEET ALONG THE WESTERLY AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17"; THENCE NORTH 88°21'34" WEST, 879.29 FEET ALONG SAID WESTERLY MARGIN; THENCE NORTH 1°40'14" EAST, 207.92 FEET; THENCE NORTH 88°19'40" WEST, 733.32 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 88°19'40" WEST, 827.76 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, 41.88 FEET ALONG SAID EAST MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'00" TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE SOUTH 88°21'34" EAST, 1560.39 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.68 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1530.01 FEET; THENCE S. 88°21'34"W. A DISTANCE OF 436.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 88°21'34"W. A DISTANCE OF 848.48 FEET; THENCE S. 01°28'28"E. A DISTANCE OF 236.11 FEET; THENCE N. 88°21'34"W. A DISTANCE OF 548.48 FEET; THENCE N. 07°38'26"E. A DISTANCE OF 239.73 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130,898 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 721.88 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°19'40" EAST, 37.63 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 88°19'40" EAST, 733.32 FEET; THENCE SOUTH 1°40'14" WEST, 207.92 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 88°19'40" WEST, 733.32 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHWESTERLY, 38.27 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'26" EAST, 183.31 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

JOHN A. BALLMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (RED 22134) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2005, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT, CHAPTER 92A, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 1-20-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 20th DAY OF MARCH, 2005 A.D. AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS. PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
Page: 2 of 2
02/23/2005 02:12P
JACO CITY OF PASCO

1621433
Page: 2 of 2
02/23/2005 02:12P
JACO CITY OF PASCO

REV. 3-20-03

CLIENT	CITY OF PASCO	JOB	7005
PROJECT	BOUNDARY LINE ADJUSTMENT		
	LOTS 2 & 6, BSP 2001-06		
DRAWN BY	RFJ	SCALE	1"=100'
APPROVED	JAS	DATE	2-28-03
		F. B. NO.	NONE
		SUPPROJ.	31337
		FILE	7005.006
		SHEET	3
		OF	2

ROGERS SURVEYING INC.
865 COLUMBIA PARK TRAIL
RICHLAND, WA 99353
PHONE (509) 827-1888
FAX (509) 827-1884
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 410

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN JEREMY WILCOX AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

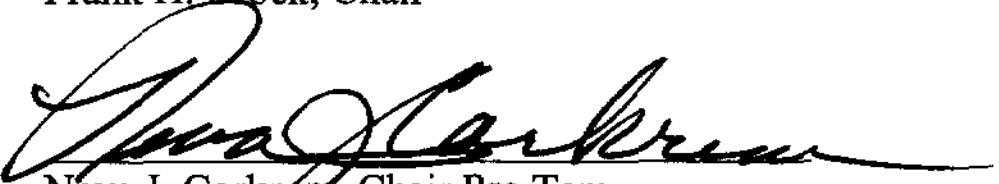
WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Jeremy Wilcox and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Jeremy Wilcox

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 410

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Jeremy Wilcox, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Life Quest Fitness Center, at the following address: 4215 Convention Place Pasco, WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 410

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Jeremy S. Wilson
Signature: [Signature]
Address: 7803 W Deschutes R. 271
Kennewick WA 98336
Telephone: (509) 783-2941
Date: 9-7-05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT.
September 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

[Signature]
Frank H. Brock, Chairman

[Signature]
Neva J. Corkrum, Chair Pro Tem

[Signature]
Robert E. Koch, Member

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: [Signature]
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

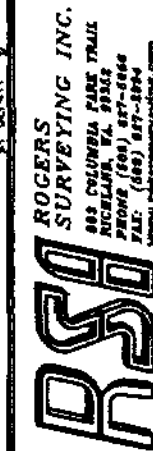
NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (N) = RECORD (C) = COMPUTED
3. O = DENOTES SET 5/8" X 2 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "REI-JAR 21384".
4. R = DENOTES FOUND ROGERS SURVEYING 5/8" REBAR W/ CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITZ SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28th DAY OF MARCH, 2003 A.D., AT 12
MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS,
PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
FRANKLIN COUNTY AUDITOR
J. B. MOORE
32387
7603.DWG



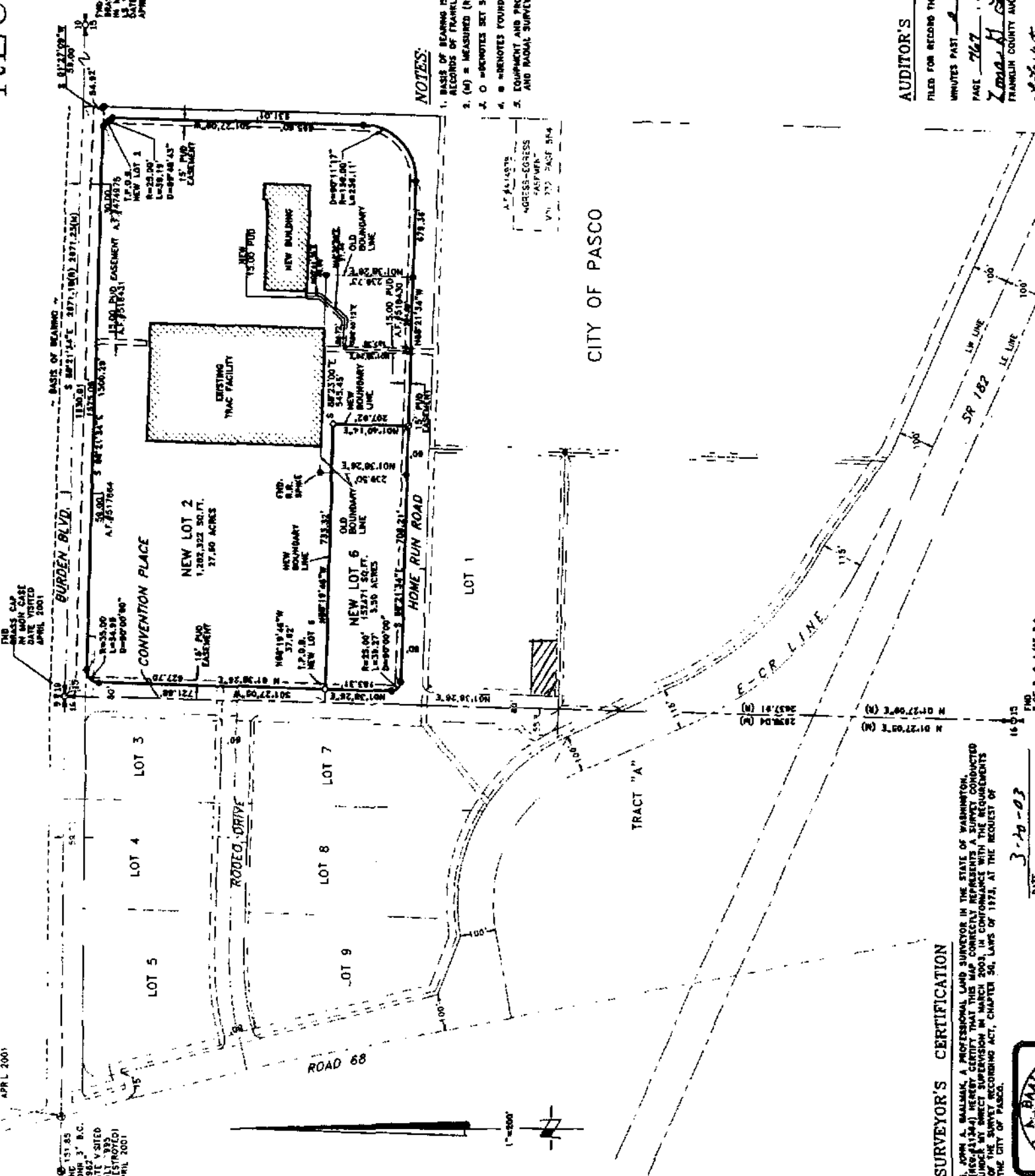
CITY	CITY OF PASCO	JOB	7603
PROJECT	BOUNDARY LINE ADJUSTMENT		
	LOTS 2 & 6, BSP 2001-06		
DRAWN BY	RPJ	SCALE	1" = 200'
APPROVED	JAB	DATE	3-28-03
		F. B. NO.	MOORE
		SURV. NO.	32387
		FILE	7603.DWG
		SHEET	1
		OF	2

SURVEYOR'S CERTIFICATION

I, JOHN A. BALLEW, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(162143344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 90, LAWS OF 1973, AT THE REQUEST OF
THE CITY OF PASCO.



DATE 3-29-03



TACHMENT "A"

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.,
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 87°11'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1630.01 FEET; THENCE S. 01°27'09"W. 58.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N. 87°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°48'43" (CHORD BEARS S. 43°27'12"E. 33.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S. 01°27'09"W. ALONG SAID WESTERLY MARGIN 855.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17". A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N. 87°21'34"W. 288.76 FEET; THENCE N. 01°38'28"E. 339.73 FEET; THENCE N. 87°21'34"W. 946.48 FEET; THENCE S. 01°38'28"E. 239.50 FEET; THENCE N. 87°21'34"W. 572.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°00'00". A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 33.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N. 01°38'28"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.09 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°00'00". A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.86 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S. 87°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224.083 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 87°21'34" EAST, 1630.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°37'09" WEST, 58.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 87°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 38.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°48'43" (CHORD BEARS SOUTH 43°27'12" EAST, 33.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°37'09" WEST, 855.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 234.11 FEET ALONG THE WESTERLY AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17". THENCE NORTH 87°21'34" WEST, 871.28 FEET ALONG SAID NORTHERLY MARGIN; THENCE NORTH 1°40'12" EAST, 287.93 FEET; THENCE NORTH 87°19'48" WEST, 723.31 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE SOUTHWESTERLY, 327.78 FEET TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 33.27 FEET ALONG SAID SOUTHERLY MARGIN TO THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'00" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 87°21'34" EAST, 1500.29 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 5

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S. 01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 436.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 87°21'34"E. A DISTANCE OF 548.48 FEET; THENCE S. 01°38'28"E. A DISTANCE OF 239.73 FEET; THENCE N. 87°21'34"E. A DISTANCE OF 345.45 FEET; THENCE N. 01°38'28"E. A DISTANCE OF 239.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130.888 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 5

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°37'09" WEST, 721.66 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°19'48" EAST, 37.82 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 87°19'48" EAST, 733.32 FEET; THENCE SOUTH 1°40'12" WEST, 207.92 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 87°21'34" WEST, 708.21 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 247.27 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'28" EAST, 163.31 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. MALLAM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 21364) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2005, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-28-05

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 15TH DAY OF MARCH, 2005 A.D., AT PA MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS. PAGE 161 AT THE REQUEST OF THE CITY OF PASCO.

Loree M. Lebeck
FRANKLIN COUNTY AUDITOR
1621433
Page 2 of 2
02/28/2005 02:18P
M. B. Franklin Co. W.

CITY OF PASCO		JOB 7005
PROJECT BOUNDARY LINE ADJUSTMENT		
LOTS 2 & 6, BSP 2001-06		
DRAWN BY	SCALE 1"= 200'	F. B. NO. NONE
APPROVED JAR	DATE 3-28-05	SDPROJ- 33397
		SHEET 2 OF 2
		FILE: 7003.DWG

ROGERS SURVEYING INC.
605 COLUMBIA PARK TRAIL
RICHLAND, WA 99353
PHONE (509) 827-4444
FAX: (509) 827-2884
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 411

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN AUSTIN SPRINGER AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Austin Springer and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Austin Springer

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 411

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Austin Springer, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Life Quest Fitness Center at the following address: 4215 Convention Place Tazewell, VA 24601. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 411

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Austin Springer
Signature: Austin Springer
Address: 2011 W. 6th Ave
Kenn. WA
Telephone: 509 438-3673
Date: 9/7/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT. 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670V#91039
Prosecuting Attorney for
Franklin County

by:

Bob
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 34, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (N) = RECORD (C) = COMPUTED
3. O = POINTS SET 5/8" 224" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSB-JAR 21384"
4. = DENOTES FOUND ROGERS SURVEYING 5/8" REBAR W/O/DAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITE SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

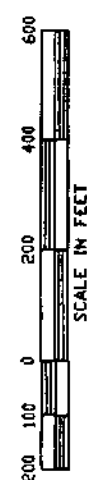
AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25TH DAY OF MARCH, 2003 A.D., AT 12
MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS,
PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
FRANKLIN COUNTY AUDITOR
REV. 3-20-03

CLIENT	CITY OF PASCO	JOB	7063
PROJECT	BOUNDARY LINE ADJUSTMENT		
APPROVED	DATE	2-28-03	FILE: 7063.DWG
BY: J. B. MC	SCALE 1"=200'		
DATE	2-28-03		
FILE	7063.DWG		

RSB ROGERS SURVEYING INC.
645 COLUMBIA PARK TRAIL
RICHLAND, WA 99354
PHONE (509) 871-6666
FAX (509) 871-6664
www.rogerssurveying.com

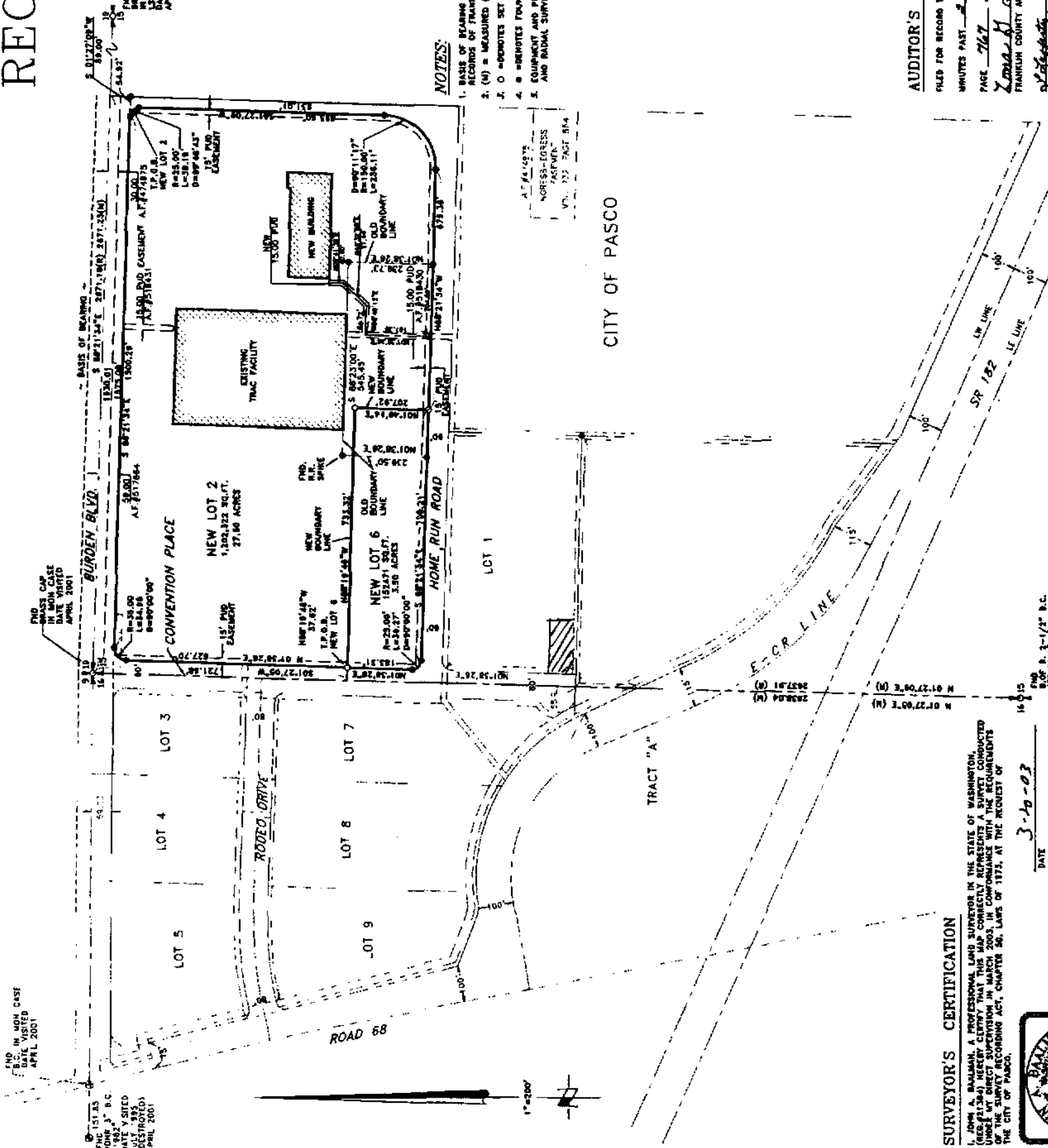


SURVEYOR'S CERTIFICATION

I, JOHN A. BALLMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(REG. 21384) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 56, LAWS OF 1973, AT THE REQUEST OF
THE CITY OF PASCO.



DATE 3-16-03



LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.58.271°34'E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1350.01 FEET; THENCE S.58.271°34'E, 59.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF MARGARITA BOULEVARD; THENCE N.82°17'34"W, ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 34.81 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°48'43" (CHORD BEARS S.64°27'11"E, 55.30 FEET) A RADIUS OF 25.90 FEET AND AN ARC DISTANCE OF 35.19 FEET TO A POINT ON THE WESTLY MARGIN OF MOORE RUIZ ROAD; THENCE S.61°27'09"W, ALONG SAID WESTLY MARGIN A CENTRAL ANGLE OF 100°00'00" CURVE, THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°59'11"7", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N.82°17'34"W, 246.74 FEET; THENCE N.63°38'21"E, 235.73 FEET; THENCE N.82°17'34"W, 545.45 FEET; THENCE S.59°58'38"W, 239.30 FEET; THENCE N.82°17'34"W, 573.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.90 FEET AND AN ARC DISTANCE OF 30.37 FEET TO A POINT ON THE EASTLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.63°38'21"E, ALONG SAID EASTLY RIGHT OF WAY MARGIN, 811.08 FEET POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°59'11"7", A RADIUS OF 25.90 FEET AND AN ARC DISTANCE OF 34.81 FEET TO POINT OF BEGINNING; THENCE S.82°17'34"W, ALONG SAID SOUTHERLY MARGIN OF MARGARITA BOULEVARD, A DISTANCE OF 1600.20 FEET TO THE TRUE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,234.085 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH,
RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°13'54" EAST, 1830.01 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE SOUTH 1°27'08" WEST, 685.60 FEET ALONG SAID WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°37'08" WEST, 685.60 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE WESTERLY MARGIN OF SAID HOME RUN ROAD; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'50" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 1°38'28" WEST AND THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY, 38.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'43" (CHORD BEARS SOUTH 43°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°37'08" WEST, 685.60 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE WESTERLY MARGIN OF SAID HOME RUN ROAD; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°11'17" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 1°38'28" WEST, 685.60 FEET ALONG SAID WESTERLY MARGIN TO THE POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'21" EAST, 827.70 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, 84.18 FEET ALONG SAID EAST MARGIN ON AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'50" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 1°38'28" EAST, 1500.28 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 32.60 ACRES.

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 20 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE
S.01°27'05"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF
1,890.77 FEET; THENCE S.80°23'00"E. A DISTANCE OF 358.67 FEET TO THE TRUE POINT OF
BEGINNING; THENCE CONTINUING S.80°23'00"E. A DISTANCE OF 848.46 FEET; THENCE
S.01°38'28"W. A DISTANCE OF 239.73 FEET; THENCE N.80°21'36"W. A DISTANCE OF
548.48 FEET; THENCE N.01°34'26"E. A DISTANCE OF 239.50 FEET TO THE TRUE POINT OF
BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.
CONTAINING 3.0 ACRES OR 130,000 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 15°27'05" WEST, 721.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH 88°19'46" EAST, 37.52 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING;

TO THENCE SOUTH 86°19'40"E EAST, 7313.52 FEET; THENCE SOUTHWESTLY 1°40'14"E WEST, 307.92 FEET TO THE POINT OF BEGINNING; ORIGINALLY BEING A CORNER OF RUN ROAD, THENCE NORTH 86°23'15"W WEST,
738.21 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 25.00 FOOT BADIUS
CURVE CONCISE TO THE NORTHEAST; THENCE NORTHWESTERLY, 29.27 FEET ALONG SAID
NORTH MARCH AND ALONGS THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE THENCE NORTH-
1°36'28"E EAST, 185.51 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.60 ACRES.

JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 021344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 36, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



FILED FOR RECORD THIS 15TH DAY OF MARCH, 2008 A.D., AT LA
MINUTES PAST 2 0 M. AND RECORDED IN VOLUME 2 OF SURVEYS.
PAGE 167, AT THE REQUEST OF THE CITY OF PASCO.

Zona Y. Roberts
FRANKLIN COUNTY AUDITOR

Polypathy

REV: J-20-03

CITY OF PASCO

PROJECT **BOUNDARY LINE ADJUSTMENT**
LOTS 2 & 8, BSP 2001-06

DRW. BY	RPJ	SCALE	1" = 208'	F. B. NO. NONE
APPROVED	JAB	DATE	2-28-03	SDPROJ- 323577 FILE: 7603.DWG

**ROGERS
SURVEYING INC.**
808 COLUMBIA PARK TRAIL
RICHMOND, VA 23261
PHONE (804) 627-4060
FAX: (804) 627-2594
www.rogersurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 412

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN JENNIFER COBB AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Jennifer Cobb and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Jennifer Cobb

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 412

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Jennifer Cobb, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifewest Fitness Center, at the following address: 4215 Convention Place, Pasco WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 412

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Jennifer Cobb
Signature: Jennifer Cobb
Address: 2912 W Hood Ave #B222
Kennewick, WA 98336
Telephone: (509) 308-8468
Date: 9-7-05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: REVP
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

ATTACHMENT "A"

RECORD SURVEY
LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, T.M.
FRANKLIN COUNTY, WASHINGTON

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.88°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1,630.01 FEET; THENCE S.01°27'07"W., 29.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARSH OF MARSH BOUNDARY; THENCE N.88°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARSH A DISTANCE OF 54.83 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84°47'43" (CHORD BEARS S.42°57'37"E., 33.30 FEET) A RADIIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.18 FEET TO A POINT ON THE WESTERLY MARSH OF HOGS RUN ROAD; THENCE S.01°37'00"W. ALONG SAID WESTERLY MARSH 699.90 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT MAKING A CENTRAL ANGLE OF 90°11'17", A RADIIUS OF 190.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W. 188.76 FEET; THENCE N.61°45'38"E. 338.73 FEET; THENCE N.88°21'30"W. 546.45 FEET; THENCE S.01°28'36"W. 239.40 FEET; THENCE N.88°21'34"W. 513.35 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIIUS OF 33.00 FEET AND AN ARC DISTANCE OF 35.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARSH OF CONVENTION PLACE; THENCE N.01°28'35"E. ALONG SAID EASTERLY RIGHT OF WAY MARSH, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIIUS OF 30.00 FEET AND AN ARC DISTANCE OF 34.88 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARSH OF MARSH BOUNDARY; THENCE S.88°21'34"E. ALONG SAID SOUTHERLY MARSH A DISTANCE OF 1,900.38 FEET TO THE TRUE POINT OF BEGINNING.

NEW LEGAL DESCRIPTION LOT 2

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD,
CONTAINING 28.10 ACRES OR 1,224,093 SQUARE FEET

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE ALONG NORTHWEST CORNER OF SAID SECTION 1b; THENCE SOUTH 89°21.34" EAST, 1632.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27.09" WEST, 58.00 FEET TO A POINT ON THE SOUTHERLY MARSH OF BURIED BOUNDARY; THENCE NORTH 89°21.34" WEST, 34.83 FEET ALONG SAID SOUTHERLY MARSH TO THE BEGINNING OF A 25.00 FEET RADIAL CURVE (RADIAL POINT BEARS SOUTH 1°32.24" WEST) AND THE TRUE POINT OF BEGINNING CURVE; THENCE SOUTHEASTLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34.86°; THENCE SOUTH 89°21.34" EAST, 34.80 FEET TO A POINT ON THE WESTLY MARSH OF BURIED BOUNDARY; THENCE SOUTH 1°27.09" WEST, 693.85 FEET ALONG SAID WESTLY MARSH TO THE BEGINNING OF A 150.00 FEET RADIAL CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTLY, 236.11 FEET ALONG THE WESTLY MARSH AND NORTHERLY MARSH OF SAID HOUSE RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11.77"; THENCE NORTH 89°21.34" WEST, 150.00 FEET ALONG SAID NORTHERLY MARSH; THENCE NORTH 1°40.14" EAST, 252.32 FEET; THENCE NORTH 89°13.48" WEST, 731.32 FEET TO A POINT ON THE EAST MARSH OF CONVENT ROAD PLACE; THENCE NORTH 15°36.26" EAST, 877.50 FEET ALONG SAID EAST MARSH TO THE BEGINNING OF A 150.00 FEET RADIAL CURVE CONCAVE TO THE EAST; THENCE SOUTHWESTLY, 150.00 FEET ALONG SAID EAST MARSH TO THE BEGINNING OF A 150.00 FEET RADIAL CURVE CONCAVE TO THE SOUTHERLY MARSH OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59.09" TO A POINT ON THE SOUTHERLY MARSH OF SAID BURIED BOUNDARY; THENCE SOUTH 89°21.34" EAST, 1500.29 FEET ALONG SAID MARSH TO THE TRUE POINT OF BEGINNING.

RECORD LEGAL DESCRIPTION LOT

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEINGING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE
S.01°17'06" E., ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF
100.77 FEET; THENCE S.86°23'00" E., A DISTANCE OF 536.07 FEET TO THE TRUE POINT OF
BEGINNING; THENCE CONTINUING S.84°23'00" E., A DISTANCE OF 545.45 FEET; THENCE
S.01°38'28" W., A DISTANCE OF 230.73 FEET; THENCE N.82°21'54" W., A DISTANCE OF
508.45 FEET; THENCE N.01°38'28" E., A DISTANCE OF 230.54 FEET TO THE TRUE POINT OF
BEGINNING.

NEW LEGAL DESCRIPTION LOT 5

**SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD
CONTAINING 3.9 ACRES OR 130,800 SQUARE FEET**

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 132°05' WEST, 721.68 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°10'44" EAST, 37.85 FEET TO A POINT ON THE EAST BARRON OF CONVEYANCE PLACE AND THE TRUE POINT OF BEGINNING.

THEM: SOUTH 89°18'46" EAST, 733.32 FEET; THEM: SOUTH 1°49'14" WEST, 207.92 FEET TO A POINT ON THE NORTH MARION OF HOWE RUN ROAD; THEM: NORTH 88°11'34" WEST, 708.21 FEET ALONG SAID NORTH MARION TO THE BEGINNING OF A 25.00 FOOT RAILROAD CORNER CONVEY TO THE NORTHEAST; THEM: COMPLETION OF A 25.00 FOOT RAILROAD CORNER CONVEY TO THE NORTHEAST; THEM: COMPLETION OF A 25.00 FOOT RAILROAD CORNER CONVEY TO A POINT ON THE EAST MARION OF CONVENTION PLACE; THEM: NORTH 1°38'28" EAST, 183.31 FEET ALONG SAID EAST MARION TO THE TRUE POINT OF BEGINNING. CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

1. JOHN A. KALLAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (MCLELLAND HEREIN CERTIFY THAT THIS MAP COLLECTIVELY REPRESENTS A SURVEY CONDUCTED UNDER HIS DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECONSTRUCTION ACT, CHAPTER 80, LAWS OF 1971, AT THE REQUEST OF THE CITY OF PASADO.

DATE 3-20-03



AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 23RD DAY OF MARCH, 2003 A.M. AT LA
MINUTES PAGE 2 OF 2 P. M. AND RECORDED IN VOLUME 2 OF SUMMER'S
DATE 16-7, AT THE REQUEST OF THE CITY OF PASCO.

Zone of Shale
FRANKLIN COUNTY ALABAMA
Hollyhock
at Oyster

1621433
Page: 2 of 2
03/20/2013 02:
FEBRUARY 09, 2013
NO. 00
MAIL
PRINCE CITY, OR

REV: J-20-03



**ROGERS
SURVEYING INC**
605 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 827-8666
FAX: (509) 827-8264
www.rogerssurveying.com

CUSTOMER	CITY OF PASCO	JOB NO.	7003
PROJECT	BOUNDARY LINE ADJUSTMENT		
	LOTS 2 & 6, BSP 2001-06		
DRAWN BY	W.J.	SCALE	1" = 200'
APPROVED	JAB	DATE	2-22-03
		F. B. NO.	MOHE
		SOPRNOJ-	32387
		FILE	7003.DWG
		SHEET 1	OF 2

FRANKLIN COUNTY RESOLUTION NO. 2005 413

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN MARIE MACKAY AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

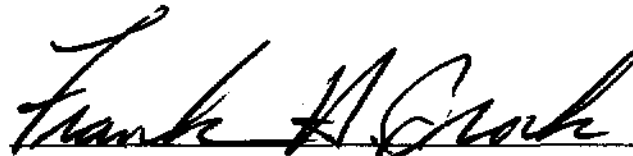
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Marie Mackay and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals: Auditor
Minutes
Marie Mackay

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 413

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, MARIE MACKAY, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeforest Fitness Center, at the following address: 4215 Convention Place, Pasco WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 413

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Marie Mackay
Signature: Marie J. Mackay
Address: 1409 N. Rd 38 #B
Pasco, 99301
Telephone: 509/366-7982
Date: 09-07-05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT.
Sept, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkrum
Neva J. Corkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: RE Verhulp
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 1, PAGE 34, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (N) = RECORD (C) = COMPUTED
3. D = DEVIATES SET 5/8" PLATE REBAR WITH YELLOW PLASTIC CAP STAMPED "RE-JAB 21384".
4. 6 = DEVIATES FOUND ROGERS SURVEYING 5/8" REBAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LIETZ SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28TH DAY OF MARCH, 2003 A.D., AT 12
MINUTES PAST 8 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 262, AT THE REQUEST OF THE CITY OF PASCO.

1621433
FRANKLIN COUNTY AUDITOR
DATE VISITED: 07/28/2003 02:11:09
FILE: 7003.DWG

ROGERS SURVEYING INC.
643 COLUMBIA PARK TRAIL
ATLANTA, GA 30328
PHONE: (404) 877-8888
FAX: (404) 877-8888
www.rogerssurveying.com

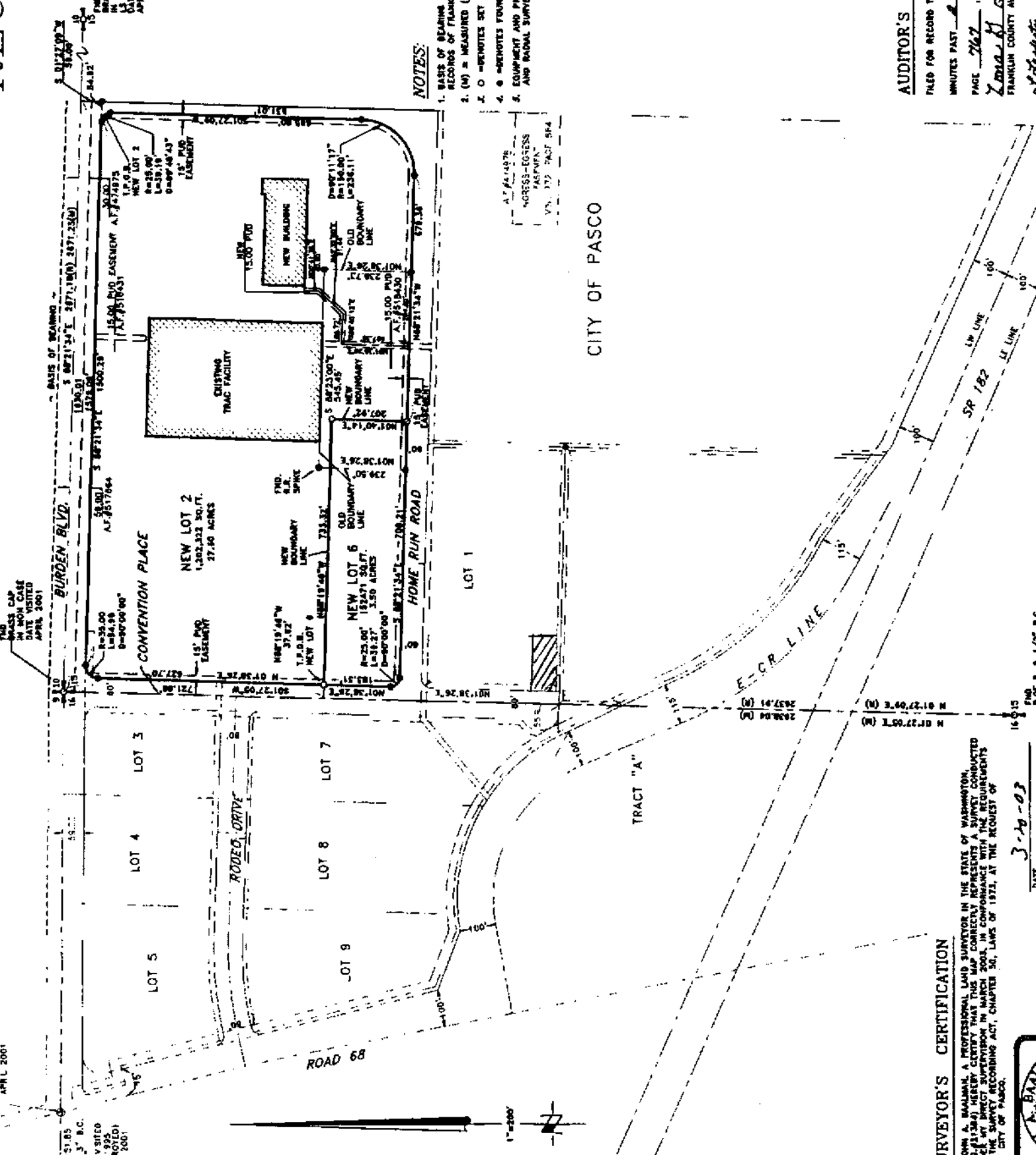
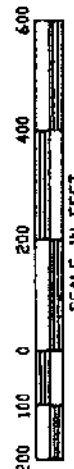
CITY OF PASCO
PROJECT: BOUNDARY LINE ADJUSTMENT
LOTS 2 & 6, BSP 2001-06
SHEET 1 OF 2

SURVEYOR'S CERTIFICATION

I, JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(REG. 21384) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF
THE CITY OF PASCO.



DATE: 3-18-03



RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.88°21'34"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S.01°27'09"W, 58.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.88°21'34"W, ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'45" (CHORD BEARS S.45°27'12"E, 55.30 FEET) A RADIUS OF 53.00 FEET AND AN ARC DISTANCE OF 39.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W, ALONG SAID WESTERLY MARGIN 893.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT MAKING A CENTRAL ANGLE OF 80°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W, 248.79 FEET; THENCE S.01°27'09"W, 233.30 FEET; THENCE N.88°21'34"W, 573.39 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.89°58'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.99 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1300.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,284.085 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°21'14" EAST, 1330.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'14" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'45" (CHORD BEARS SOUTH 45°27'12" EAST, 55.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W, 893.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°11'17", A RADIUS OF 150.00 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W, 248.79 FEET; THENCE S.01°27'09"W, 233.30 FEET; THENCE N.88°21'34"W, 573.39 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.89°58'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.99 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1300.29 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.01°27'09"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S.88°21'34"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1530.01 FEET; THENCE S.01°27'09"W, 58.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.88°21'34"W, ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'45" (CHORD BEARS S.45°27'12"E, 55.30 FEET) A RADIUS OF 53.00 FEET AND AN ARC DISTANCE OF 39.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W, ALONG SAID WESTERLY MARGIN 893.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT MAKING A CENTRAL ANGLE OF 80°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 234.11 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W, 248.79 FEET; THENCE S.01°27'09"W, 233.30 FEET; THENCE N.88°21'34"W, 573.39 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.89°58'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.99 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1300.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130,898 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 721.89 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°21'14" WEST, 1330.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'14" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'45" (CHORD BEARS SOUTH 45°27'12" EAST, 55.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W, 893.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°11'17", A RADIUS OF 150.00 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W, 248.79 FEET; THENCE S.01°27'09"W, 233.30 FEET; THENCE N.88°21'34"W, 573.39 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 23.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.89°58'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.99 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1300.29 FEET TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REG. 21134) HEREBY CERTIFY THAT THIS MAP OR CERTIFICATE HAS BEEN PREPARED AND CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-29-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25TH DAY OF MARCH, 2003 A.D., AT 12:00 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS, PAGE 967, AT THE REQUEST OF THE CITY OF PASCO.

1621433
Page: 2 of 2
03/29/2003 02:13P
BY: J. BAALMAN
FILE: 7003.DWG

REV: 3-20-03

CLIENT		CITY OF PASCO		JOB	7003
PROJECT		BOUNDARY LINE ADJUSTMENT			
		LOTS 2 & 6, BSP 2001-06			
DRAWN BY	RPJ	SCALE	1"=200'	F.B. NO.	NONE
APPROVED	JAB	DATE	3-28-03	SDWG	32387
				FILE	7003.DWG
				SHEET	2 OF 2

ROGERS

ROGERS SURVEYING INC.

805 COLUMBIA PARK TRAIL

RICHLAND, WA 99352

PHONE (509) 827-7848

FAX (509) 827-7844

www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 414

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN PATRICIA HOGE AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Patricia Hoge and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Patricia Hoge

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement

2005 414

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Patricia Hoag, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifestart Fitness Center at the following address: 4215 Convention Place Pasco WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 414

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Patricia Hoge
Signature: Patricia Hoge
Address: 10305 Chapel Hill Blvd Apt E102L
Pasco, WA 99301
Telephone: (509) 547-7978
Date: Sept. 8, 05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corrum
Neva J. Corrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by:

Bob
Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

ATTACHMENT "A"

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 34, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTER
3. O = MONUMENT SET 5/8" x 2 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "201-JAB 213847".
4. R = DENOTES FOUR RODS SURVEYING 5/8" REBAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LUTZ SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 20TH DAY OF MARCH, 2003 A.D., AT 12⁰⁰ HOURS PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

1621433
FRANKLIN COUNTY AUDITOR

APPROVED JAB DATE 2-28-03
F. B. MC. NOME
SUPERVISOR 32387
FILE: 7003.DWG

ROGERS SURVEYING INC.
893 COLUMBIA PARK TRAIL
RICHLAND, WA 99353
PHONE (509) 877-6666
FAX (509) 877-6666
www.rogerssurveying.com

RSI

CLIENT

CITY OF PASCO

JOB 7003

PROJECT

BOUNDARY LINE ADJUSTMENT

LOTS 2 & 6, BSP 2001-06

APPROVED JAB DATE 2-28-03

F. B. MC. NOME
SUPERVISOR 32387
FILE: 7003.DWG

SHEET 1 OF 2

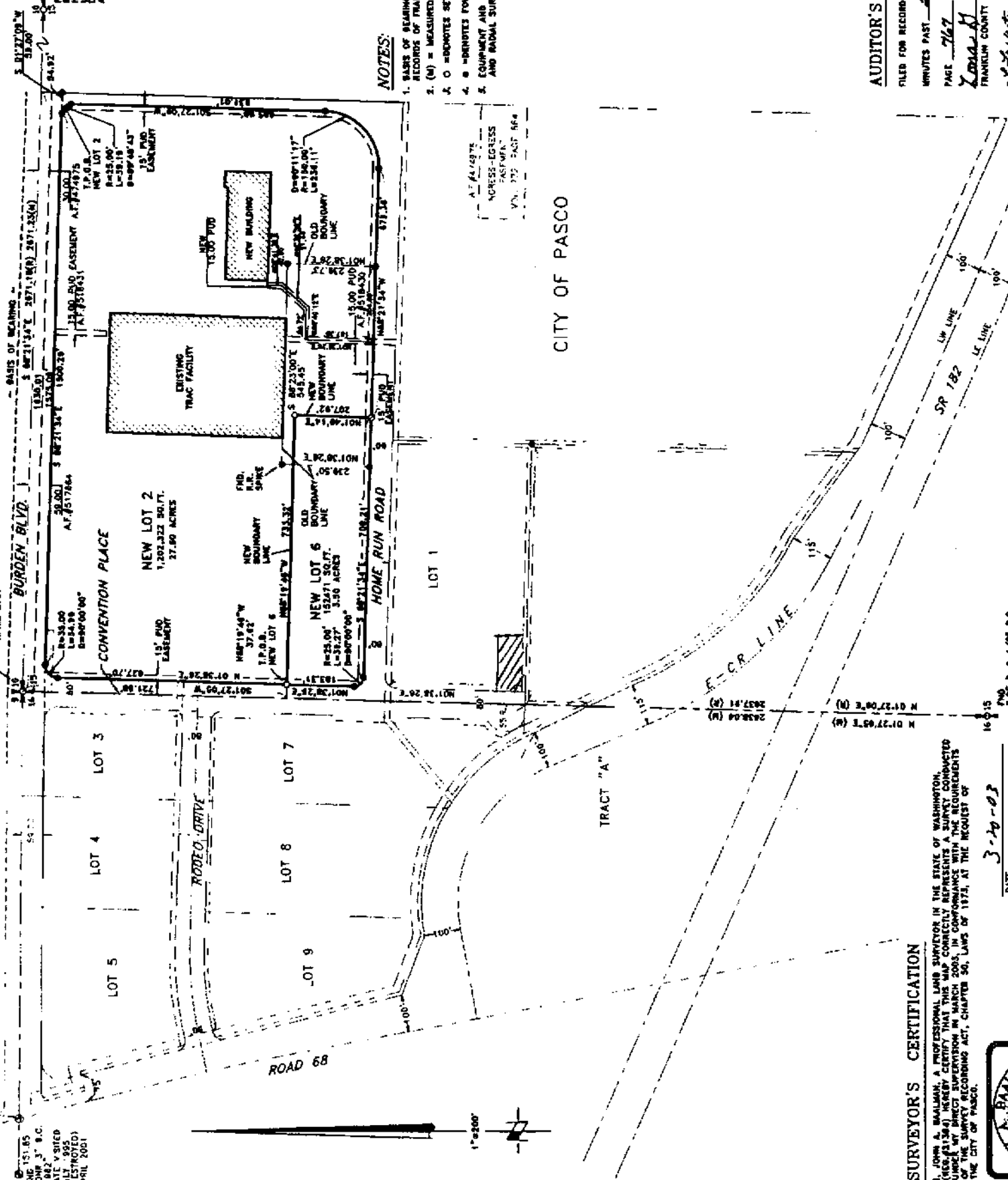
SURVEYOR'S CERTIFICATION

I, JOHN A. BALKMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 21384) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1972, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-10-03
DATE VISITED JULY 1995

SCALE IN FEET
200 100 0 200 400 600



RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE S.89°21'34"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 150.01 FEET; THENCE S.01°27'09"W, 59.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.89°21'34"W, ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'13" (CHORD BEARS S.45°27'12"E, 33.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W, ALONG SAID WESTERLY MARGIN 885.80 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W, 248.76 FEET; THENCE N.01°30'28"E, 258.73 FEET; THENCE N.89°21'34"W, 573.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.01°30'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224.095 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE SOUTH 89°21'34" EAST, 1830.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'28" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'13" (CHORD BEARS SOUTH 45°27'12" EAST, 33.30 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 885.80 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W, 248.76 FEET; THENCE N.01°30'28"E, 258.73 FEET; THENCE N.89°21'34"W, 573.38 FEET; THENCE N.01°30'28"E, ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E, ALONG SAID SOUTHERLY MARGIN 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE S.01°27'09"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 180.77 FEET; THENCE S.89°21'34"W, A DISTANCE OF 54.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.89°21'34"W, A DISTANCE OF 848.48 FEET; THENCE S.01°30'28"W, A DISTANCE OF 238.73 FEET; THENCE N.89°21'34"W, A DISTANCE OF 248.45 FEET; THENCE N.01°30'28"E, A DISTANCE OF 258.56 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130.898 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

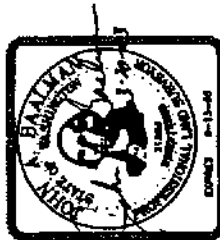
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE SOUTH 1°27'09" WEST, 721.88 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER THENCE SOUTH 89°21'34" EAST, 37.63 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING

THENCE SOUTH 89°19'14" EAST, 233.32 FEET; THENCE SOUTH 1°40'14" WEST, 207.92 FEET TO A POINT ON THE NORTH LINE OF HOME RUN ROAD; THENCE NORTH 89°19'14" WEST, 207.92 FEET ALONG SAID NORTH LINE TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY, 38.27 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'28" EAST, 183.31 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BAILEY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (LICENSE NO. 1000000000) CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-20-05

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 26TH DAY OF MARCH, 2005 A.D., AT 12:00 P.M. OF SURVEY. MINUTES PAGE 2, 0 M. AND RECORDED IN VOLUME 2 OF SURVEYS. PAGE 267, AT THE REQUEST OF THE CITY OF PASCO.

1621433
Page 2 of 2
6/28/2005 02:13P
JAN 10 2006
F. B. MO. HOME
SOPROJ- 32397
FILE 7003.DWG
REV. J-20-03

ROGERS SURVEYING INC.
205 COLUMBIA PARK TRAIL
ACELAND, WA 99005
PHONE (509) 827-4444
FAX (509) 827-5884
www.rogerssurveying.com

CLIENT	CITY OF PASCO	JOB	7003
PROJECT	BOUNDARY LINE ADJUSTMENT		
DATE	2-28-03	FILE	7003.DWG
APPROVED	JAN	DATE	2-28-03
BY	RPJ	SCALE	1"= 200'
DATE	2-28-03	FILE	7003.DWG
SHEET	2	OF	2

FRANKLIN COUNTY RESOLUTION NO. 2005 415

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN SEBASTIAN MARTIN AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Sebastian Martin and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Sebastian Martin

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement**2005 415**

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Sebastian Martin, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeguard Fitness Center at the following address: 4215 Convention Place Pasco WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 415

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Sebastian Martin
Signature: Sebastian Martin
Address: 2020 W 27 Ave
Kennewick, WA 99337
Telephone: 509-3502
Date: 9/9/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT., 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Corkran
Neva J. Corkran, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by: REB
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, T.M.
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, T.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.89°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 130.01 FEET; THENCE S.01°27'09"W. 56.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.89°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS S.43°27'12"E. 35.30 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 29.19 FEET TO A POINT ON THE WESTERN MARGIN OF HOUSE RUN ROAD; THENCE S.01°27'09"W. ALONG SAID WESTERN MARGIN 995.60 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W. 249.76 FEET; THENCE S.01°27'09"W. 239.50 FEET; THENCE N.89°21'34"W. 573.36 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF COMPETITION PLACE; THENCE N.01°38'24"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1800.28 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,895 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°21'34" EAST, 1938.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'24" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 43°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERN MARGIN OF HOUSE RUN ROAD; THENCE SOUTH 1°27'09" WEST, 635.00 FEET ALONG SAID WESTERN MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W. 249.76 FEET; THENCE S.01°27'09"W. 239.50 FEET; THENCE N.89°21'34"W. 573.36 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF COMPETITION PLACE; THENCE N.01°38'24"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1800.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 5

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, T.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 190.77 FEET; THENCE S.89°21'34"E. A DISTANCE OF 634.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.89°21'34"E. A DISTANCE OF 845.45 FEET; THENCE S.01°27'09"W. A DISTANCE OF 236.23 FEET; THENCE N.89°21'34"W. A DISTANCE OF 545.45 FEET; THENCE N.01°38'24"E. A DISTANCE OF 238.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130,898 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 5

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 721.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°21'34" EAST, 37.82 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING

THENCE SOUTH 89°19'46" EAST, 734.82 FEET; THENCE SOUTH 1°40'14" WEST, 303.92 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'24" WEST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 43°27'12" EAST, 35.30 FEET) TO A POINT ON THE WESTERN MARGIN OF HOUSE RUN ROAD; THENCE SOUTH 1°27'09" WEST, 635.00 FEET ALONG SAID WESTERN MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W. 249.76 FEET; THENCE S.01°27'09"W. 239.50 FEET; THENCE N.89°21'34"W. 573.36 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF COMPETITION PLACE; THENCE N.01°38'24"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 35.00 FEET AND AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1800.28 FEET TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 71384) HEREBY CERTIFY THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT, CHAPTER 90A, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-20-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 24TH DAY OF MARCH, 2003 A.D., AT 12:00 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS, PAGE 187, AT THE REQUEST OF THE CITY OF PASCO.

Zora M. Leach
FRANKLIN COUNTY AUDITOR

RECEIVED
CITY OF PASCO

1521433
Page 1 of 2
03/20/2003 02:13P
J. A. BAALMAN, PLS

REV. 5-20-03

CLIENT		CITY OF PASCO		JOB	7003
PROJECT		BOUNDARY LINE ADJUSTMENT			
		LOTS 2 & 5, BSP 2001-06			
DRAWN BY	RFJ	SCALE	1"=200'	SHEET	2 OF 2
APPROVED	JAB	DATE	2-28-03	FILE	7003.DWG

RSB ROGERS SURVEYING INC.
883 COLUMBIA PARK TRAIL
RICHLAND, WA 99354
PHONE (509) 927-2646
FAX (509) 927-2646
www.rogerssurveying.com

FRANKLIN COUNTY RESOLUTION NO. 2005 416

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN REBECCA CHAMBERS AND FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners received a request from the Life Quest Fitness Center Club Manager asking for consideration to park on Franklin County property; and

WHEREAS, said property is described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as illustrated on the attached Record Survey; and

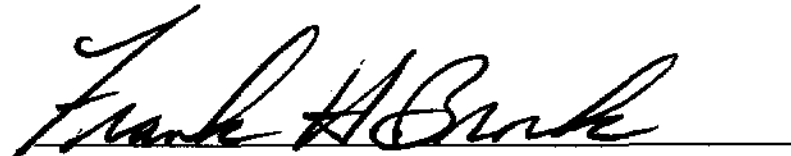
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Liability Release and Indemnification Agreement between Rebecca Chambers and Franklin County, authorizing parking on Franklin County property.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Rebecca Chambers

cc: Prosecutor's Office
LifeQuest Fitness Center

Liability Release and Indemnification Agreement 2005 416

In consideration for permission to enter and to use the "Franklin County parking area" herein described as the blacktop area on the southwest portion of parcel 117-390-027, Lot 1, as depicted and highlighted in Attachment "A" to park my vehicle, I, Rebecca Chambers, hereby agree to all the terms and conditions of this Liability Release Indemnification Agreement (Agreement) and agree to assume all risk of injury to myself or damage to my vehicle and property as a result of my being on, and/or using the "Franklin County parking area." I hereby release and hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to my person, and/or vehicle, and/or property, while I am on or utilizing the aforementioned "Franklin County parking area," including any liability for damage or injury to my person, and/or vehicle, and/or property occurring as a result of accident, or intentional, or criminal, or negligent acts.

I further agree on behalf of myself, my heirs, successors, legatees, and assigns, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, or his/her vehicle, or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants, employees, or any other persons or third-parties, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND/OR UNPREDICTABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE EVENTS, OR EMERGENCIES.

The term of this Agreement shall commence upon the date of which it is signed and approved by the Franklin County Board of Commissioners and may be terminated immediately by Franklin County for any reason by written notice to Lifeguard Fitness Center, at the following address: 4215 Convention Place, Pasco, WA 99301. During the term of this Agreement I agree I can only park my vehicle Monday through Friday. I agree that Franklin County, at any time, can orally request me to remove my parked vehicle from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours, unless in the event of an emergency where I must remove the vehicle immediately. I agree that my failure to remove my parked vehicle per the terms and conditions of this Agreement shall result in Franklin County having full authority to remove my parked vehicle, whereupon I will be responsible for all costs, fees, and damages incurred by Franklin County for the removal.

I further agree that my use of the aforementioned "Franklin County parking area" will result in me having no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.

I agree the maximum number of vehicles that may be parked in the "Franklin County parking area," at once per this Agreement is ten (10). I agree that I myself, may only park one (1) vehicle in the "Franklin County parking area" at a time.

I agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations in my use of the "Franklin County parking area."

2005 416

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY, WARNINGS, AND ALL OTHER TERMS AND CONDITIONS CONTAINED THEREIN.

Printed Name: Becky Chambers
Signature: Becky Chambers
Address: 850 Aaron Dr Apt. 110
Richland WA 99352
Telephone: 946-5923
Date: 9/9/05

Enclosure: (Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

DONE this 3rd day of OCT, 2005

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: _____

Frank H. Brock
Frank H. Brock, Chairman

Neva J. Conkum
Neva J. Conkum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670W#91039
Prosecuting Attorney for
Franklin County

by:

RUB
Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (N) = RECORD (C) = COMPUTED
3. O = MONUMENT SET 5/8" x 3/4" REBAR WITH YELLOW PLASTIC CAP STAMPED "NBI-JAN 21/94"
4. * = MONUMENT FOUND ROGERS SURVEYING 5/8" REBAR W/ CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LITE SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 28th DAY OF FEBRUARY, 2005 A.D., AT 12
MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS,
PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Thomas J. Gohmert
FRANKLIN COUNTY AUDITOR
1621433
92/28/2005 02:13P
PASCO CITY OF PASCO

ROGERS
SURVEYING INC.

883 COLUMBIA PARK TRAIL
RICHLAND, WA 99354
PHONE (509) 827-8888
FAX (509) 827-2894
www.rogerssurveying.com



CITY OF PASCO
PROJECT
BOUNDARY LINE ADJUSTMENT
LOTS 2 & 5, BSP 2001-06

DATE 2-28-03
APPROVED JAS
SCALE 1" = 200'

DATE 3-14-03
DATE VISITED JULY 1997

DATE 3-14-03
DATE VISITED JULY 1997

DATE 3-14-03
DATE VISITED JULY 1997

DATE 3-14-03
DATE VISITED JULY 1997

DATE 3-14-03
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DATE 3-14-03
DATE VISITED JULY 1997

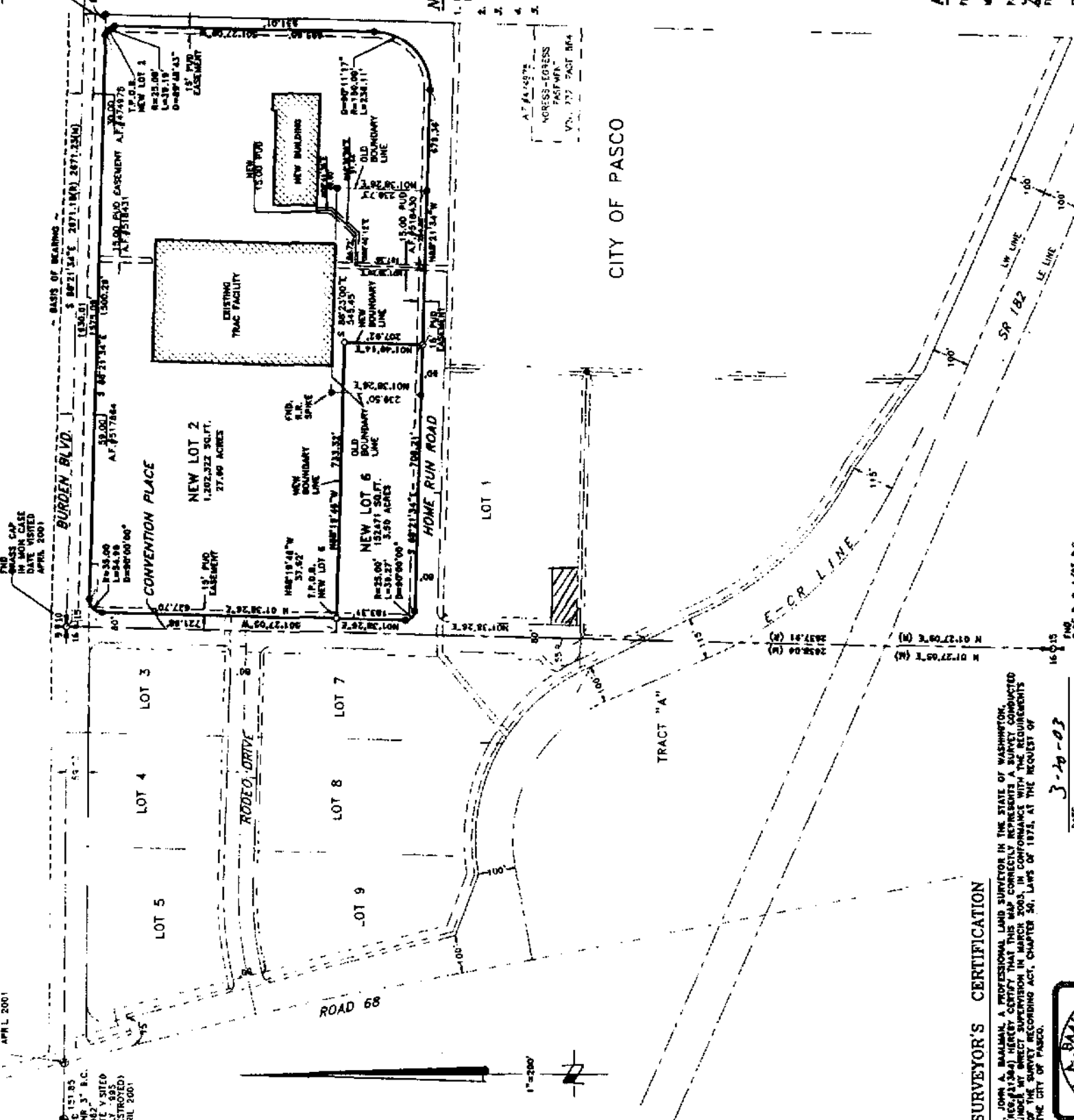
DATE 3-14-03
DATE VISITED JULY 1997

SURVEYOR'S CERTIFICATION

I, JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
(REG. 131344) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED
UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT, CHAPTER 56, LAWS OF 1975, AT THE REQUEST OF
THE CITY OF PASCO.



SCALE IN FEET



RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.,
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.89°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1650.01 FEET; THENCE S.01°27'09"W. 59.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.89°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 54.82 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS S.45°27'12"E. 55.39 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W. ALONG SAID WESTERLY MARGIN 895.50 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°11'17", A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 238.11 FEET TO A POINT OF TANGENT; THENCE N.89°21'34"W. 286.76 FEET; THENCE S.01°27'09"W. 239.50 FEET; THENCE N.89°21'34"W. 548.45 FEET; THENCE S.01°27'09"W. 239.50 FEET; THENCE N.89°21'34"W. 373.38 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.01°38'31"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN, 811.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 34.98 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.89°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,085 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°21'34"E. EAST, 1650.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09"W. WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34"E. WEST, 54.82 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'31"E. WEST) AND THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY, 38.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 45°27'12"E. EAST, 55.39 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09"W. WEST, 239.50 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE, CONTAINING 238.11 FEET ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING. THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°11'17", THENCE NORTH 89°21'34"E. WEST, 286.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°00'00", THENCE SOUTH 1°27'09"W. WEST, 239.50 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°00'00", A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 38.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE NORTH 01°38'31"E. EAST, 811.00 FEET ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE, CONTAINING 34.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°00'00", TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 89°21'34"E. EAST, 1500.29 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.90 ACRES.

RECORD LEGAL DESCRIPTION LOT 5

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 890.77 FEET; THENCE S.89°21'34"E. A DISTANCE OF 548.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.89°21'34"E. A DISTANCE OF 548.45 FEET; THENCE S.01°27'09"W. A DISTANCE OF 239.50 FEET; THENCE N.89°21'34"E. A DISTANCE OF 548.45 FEET; THENCE N.01°38'31"E. A DISTANCE OF 238.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 3.0 ACRES OR 130,800 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 5

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09"W. WEST, 721.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°21'34"E. EAST, 548.07 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°21'34"E. EAST, 721.00 FEET; THENCE SOUTH 1°27'09"W. WEST, 207.92 FEET TO A POINT ON THE SOUTHERLY MARGIN OF HOME RUN ROAD; THENCE NORTH 89°21'34"E. WEST, 59.00 FEET TO THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 89°21'34"E. WEST, 54.82 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE, CONTAINING 38.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 45°27'12"E. EAST, 55.39 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09"W. WEST, 239.50 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE, CONTAINING 238.11 FEET ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.50 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BALLMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REGISTRATION NO. 1621433) CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 7-20-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25th DAY OF MARCH, 2003 A.D., AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS, PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Zona M. Seibert
FRANKLIN COUNTY AUDITOR



REV. 3-20-03


CLIENT		CITY OF PASCO		JOB
PROJECT		BOUNDARY LINE ADJUSTMENT		7003
SUBJECT		LOTS 2 & 6, BSP 2001-06		
DRAWN BY	DATE	SCALE	F. B. NO.	SHEET
RPJ	2-28-03	1"= 200'	22357	2
APPROVED	JAB	DATE	FILE	FILE
			2-28-03	7003.DWG

ROGERS SURVEYING INC.
203 COLUMBIA PIKE TRAIL
RICHLAND, WA 99354
PHONE (509) 827-5668
FAX (509) 827-5694
www.rogerssurveying.com

September 30, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, 09/30/2005 
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
------	---------	--------

Salary Clearing Payroll:

38372-38477	176,739.55
38478-38488	157,839.70
Direct Deposit	<u>193,584.25</u>
Total	<u><u>\$528,163.50</u></u>

In the amount of \$ **528,163.50** . The motion was seconded by 

and passed by a vote of **3** to **0** .

Emergency Mgmt Payroll:

7441-7451	\$3,786.03
7452-7460	4,083.52
Direct Deposit	<u>6,855.22</u>
Total	<u><u>\$14,724.77</u></u>

Irrigation Payroll:

11136-11153	\$7,330.76
11154-11161	\$3,955.80
Direct Deposit	<u>0.00</u>
Total	<u><u>\$11,286.56</u></u>

EXHIBIT 24
Franklin County Auditor

October 3, 2005

1016 North 4th Avenue
Pasco, WA 99301

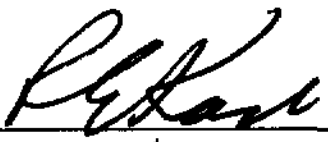
ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301


October 3, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, October 3, 2005, 
Move that the following warrants be approved for payment:

<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	46879-46882	\$814.31
Current Expense	46883-46895	\$2,421.92
Current Expense	46896-46899	\$1,200.00
Current Expense	46900	\$184,589.61
Current Expense	46901-46944	\$66,095.38
Current Expense	46945-47029	\$2,844.41
Current Expense	47030-47059	\$11,411.80
Current Expense	47060-47100	\$32,565.28
Current Expense	47101-47109	\$131,563.90
Sheriff's Narcotic Trust	238	\$592.88
Liability Reserve Fund	16	\$290.40
Courthouse Renovation Fund	357	\$365,559.22
Veteran's Assistance	1244	\$1,200.00
Grand Old 4 th	80	\$150.00
Treasurer O & M	172	\$289.00
Law Library	954	\$140.33
Election Equipment	278	\$778.14
Election Equipment	279-280	\$31,555.02
Jail Commissary	2099	\$1,063.85
Jail Commissary	2100-2104	\$3,510.30
TRAC	8820	\$21,407.15
TRAC	8821-8862	\$33,216.80

In the amount of 893,259.70. The motion was seconded by 
And passed by a vote of 3 to 0.

Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

EXHIBIT 25
Franklin County Auditor

October 3, 2005

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

October 3, 2005

Franklin County Commissioners:

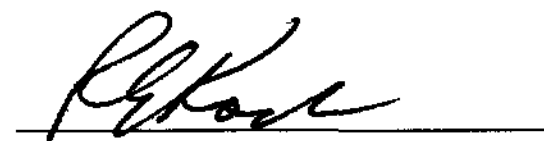
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, October 3, 2005,
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Pest Control Board	401	\$1,947.54
Franklin County Noxious Weed	2699	\$5,271.90
FC Enhanced 911	1061	\$76.80
FC Enhanced 911	1062-1067	\$8,749.13
Solid Waste	2012	\$1,048.27
Solid Waste	2013	\$1,989.83
Boating Safety	367-368	\$33,617.15
Boating Safety	369	\$427.83
County Roads	47044	\$64,904.27
FC RV Facility	181-187	\$3,598.14
Crime Victims	322	\$819.66
Auditor O & M	349	\$95.74
Current Expense	47110-47121	\$11,892.26
Courthouse Renovation Fund	358	\$12,647.35
Auditor O & M	350-351	\$606.50

In the amount of **147,692.37**. The motion was seconded by
And passed by a vote of 3 to 0.



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

2005 417

FRANKLIN COUNTY RESOLUTION NO. ____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY WASHINGTON

**RE: INCREASE THE REVENUE AND EXPENDITURE BOTTOM LINES OF THE
2005 MISCELLANEOUS BOATING SAFETY BUDGET, NUMBER 130-000-001,
BY \$25,000 DUE TO INCREASED REVENUES AND EXPENDITURES**

WHEREAS, the Board of County Commissioners have been notified of the need to increase the revenue and expenditure bottom lines of the 2005 Miscellaneous Boating Safety budget to reflect an increase in revenue received; and

WHEREAS, outstanding invoices are currently being held until said budget is increased; and

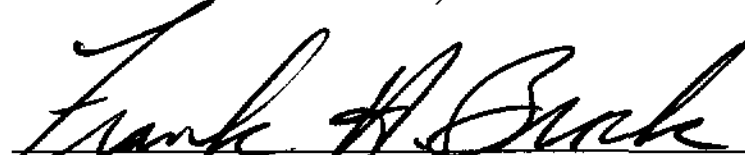
WHEREAS, a public hearing was held October 3, 2005, to take testimony for and against increasing the revenue and expenditure bottom lines by \$25,000 of the 2005 Miscellaneous Boating Safety Budget; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves increasing the revenue and expenditure bottom lines of the Miscellaneous Boating Safety Budget, Number 130-000-001, due to increased revenues and expenditures, from \$36,750 to \$61,750.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk of the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Accounting

cc: Sheriff's Office
Treasurer

ENGINEERS REPORT ON THE VACATION OF A PORTION OF DAVIN ROAD RIGHT-OF-WAY

We received a petition from William Harder, President of Harder Farms, requesting that we vacate a portion of Davin Road right-of-way. Harder Farms owns all of the ground that front along said vacation request. No other parcels have access to the proposed vacation portion of Davin Road.

Present Condition

Davin Road is currently a 22-foot gravel dead end "primitive road" that starts at SR260 and is 3.36 miles long. The proposed vacation would eliminate the last 2.02 miles leaving 1.34 miles of Davin as County Road. Davin Road would end at the section line between Section 34, T. 14N, R. 35E EWM, (owned by WA DNR), and Section 3, T. 13N, R. 36 EWM (owned by Harder Farms, Inc.). Right-of-way is by prescriptive right.

History

The earliest record of Davin Road as a County Road that we have been able to locate is a 1939 County map showing the road as a first class County road. However, there is a 1917 Soil Survey Map published by the U.S. Department of Agriculture showing a secondary road or trail following the same route as Davin Road. In 1949 the County improved the road as part of County Road Project 96. Work started on the road November 2, 1949 and was completed July 22, 1950. Records show that the County expended \$8,309.96 to grade, drain and surface Davin Road. There are not any records of right-of-way or easements being acquired as part of this project.

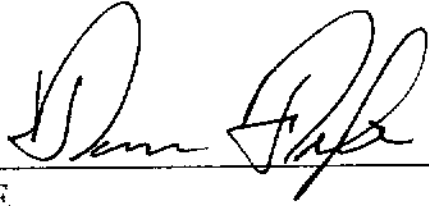
On August 29, 1966 the Board of County Commissioners adopted Resolution No. 61-66 declaring Davin Road a County road, after being request by Louise Jaussaud Allen and Dennis Davin on March 14, 1966 for such a designation. Between August and November 1966 there were several letters between the Board of Commissioners and Mr. Louis F. Jaussaud and his attorney concerning Davin Road being made a County road. There was at least one public hearing on the matter but no record has been found of what went on or when the hearing or hearings actually took place. On November 21, 1966 the Board of County Commissioners reaffirmed their position of making Davin Road a County road in a letter to Mr. Leavy, Attorney for Louis F. Jaussaud.

After an exchange of letters and a meeting with the Board of County Commissioners, Louise G. Jaussaud petitioned the Board on December 18, 1984 for a vacation of the entire Davin Road. On June 6, 1985, the Board denied the request to vacate Davin Road.

Conclusion

I have reviewed the proposed vacation and find the right-of-way has no general use to the public, as one owner, Harder Farms, Inc., owns all the parcels surrounding this portion of the road.

However, a cul-de-sac needs to be constructed at the proposed end of the road, at the petitioner's expense, to provide a turnaround for the general public before such vacation is granted.

A handwritten signature in black ink, appearing to read "Jim Fife", written over a horizontal line.

Jim Fife, P.E.

Public Works Director/County Engineer

October 3, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3

Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

DATE: October 3, 2005

TO: Board of County Commissioners
Franklin County, Washington

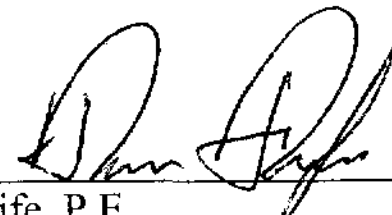
FROM: Tim Fife, P.E.
Public Works Director/County Engineer

RE: Vacation of a portion of Davin Road

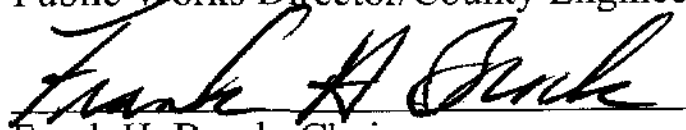
I recommend approval of a vacation of a portion of Davin Road as petitioned by Harder Farms once the cul-de-sac has been constructed by Harder Farms.

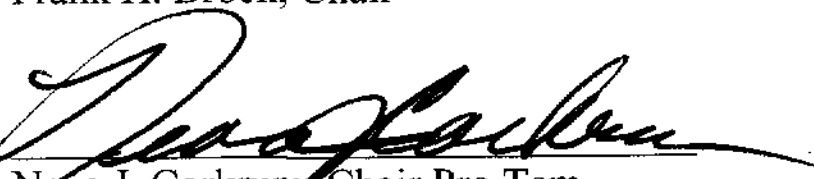
Dated this 3rd day of October, 2005.

Recommended:


Tim Fife, P.E.
Public Works Director/County Engineer

Approved:


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$180,040.18 ON THIS 3RD DAY OF OCTOBER 2005.

COUNTY ROAD FUND
 15000
 150 000 001 540 00


 Board Member


 Board Member

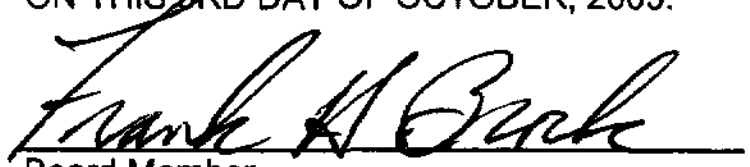

 Board Member

Voucher #	Claimant	Purpose	Amount
	ADVANCE TRAVEL FUND	reimburse fund	155.82
	BRUTZMAN'S, INC.	pens/ink cartridge/rubber bands	133.68
	CENTRYTEL	monthly service	37.96
	CITY OF PASCO	monthly service	126.06
	FRANKLIN CO PRINTSHOP	white time cards	133.90
	FRANKLIN CO INFO SERVICES	scan charges Aug. 05/backup phone	73.79
	HARBOR FREIGHT TOOLS	titanium bits/gloves/drill bits	108.19
	HUSK OFFICE SUPPLIES	ink cartridge/sheet protectors	51.87
	LOURDES BUSINESS HEALTH	professional testing	150.00
	M&M BOLT CO.	rubber tie downs	94.22
	DENNIS HUSTON	reimburse for lodging/meals/mileage	600.79
	PPI GROUP	single tilting prism/vest	304.14
	ROAD DESIGN CONFERENCE	registration	300.00
	MV&PW EQUIPMENT FUND-ER	equipment rent for Jly 05	79763.11
	MV&PW EQUIPMENT FUND-PITS	rock supply for Jly 05	1659.84
	PORT OF PASCO	rent on bldg and land	3184.64
	PRINTER TECH	toner cartridges	73.64
	RANCH & HOME	sprayer chapin 1.5 gal	10.82
	SEMMATERIALS, L.P.	CRS-2	91885.24
	TRANSTATE PAVING CO.	hot asphalt concrete	229.62
	TRI-CITY FENCE, INC.	materials for Sundry fencing/post hole diggers	154.39
	TRI-CITY HERALD	help wanted ad - associate engineer	56.00
	U.S. LINEN	service	250.40
	DOT	professional services	32.75
	WESTERN MATERIALS	80# spec mix type S	5.04
	W.W. GRAINGER, INC.	wrench, impact/housing	264.35
	3M COMPANY	white tape	199.92

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$21,290.20 ON THIS 3RD DAY OF OCTOBER, 2005.

MV&PW EQUIPMENT FUND
500 000 001
548.60


Board Member


Board Member

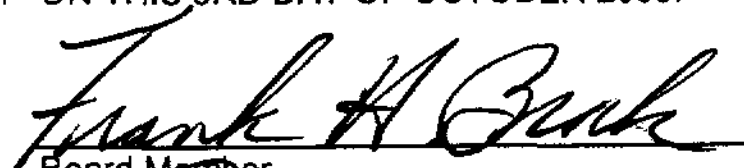

Board Member

Voucher #	Claimant	Purpose	Amount
	Columbia Basin Paper	Singlefold towels, toilet tissue	250.71
	City of Pasco	Monthly service: 08/05/05-09/07/05	54.94
	Critzer Equipment	Edges	8,896.09
	Day Wireless Systems	Connection of modem	48.71
	Franklin County Road Fund	3rd qtr. Services reimbursement	262.57
	Industrial Support Co.	Hydraulic motor	604.64
	Mountain Oil, Inc.	Gasoline	45.84
	Columbia Basin Hotsy	Nozzles, Q disc	23.23
	Newman Signs	Stop and Stop Ahead signs	666.00
	Pasco Machine Co., Inc.	Machine work: sheaves, bushings	485.53
	Pulltarps	Tarps	451.71
	Ranch & Home	Propane	42.87
	Rowand Machinery Co.	Insert	415.79
	Russ Dean Ford	Handle assy., additive	27.34
	Six States Distributors	Tubing, connectors	11.96
	Stellar Industrial Supply	Bandsaw blades	128.47
	Seattle Sterling Mack	Turbocharger, core	1,217.96
	TIFCO Industries	Fuses, cap screws, washers, hex nuts, tire patch	90.04
	U.S. Linen	Monthly linen services	183.99
	Western Peterbilt, Inc.	Hood cable	56.51
	Western Products	Solvent service	243.67
	Wondrack Distributing	Leaded/unleaded	7,081.63

VOUCHER APPROVAL

THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$3,099.61 ON THIS 3RD DAY OF OCTOBER 2005.

SOLID WASTE FUND
152 001 001
539 10


Board Member


Board Member


Board Member

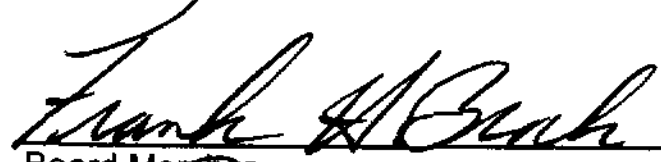
Voucher #	Claimant	Purpose	Amount
	FRANKLIN CO PUBLIC WORKS	reimburse for 3rd qtr services	3032.90
	FRANKLIN CO INFO SERVICES	global crossing/scan for Aug 05	7.72
	RANCH & HOME	bag, contractor blk/tie wrap	58.99

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$507.63 ON THIS 2ND DAY OF OCTOBER 2005.

2005 YEAR VOUCHERS

PATHS & TRAILS FUND
FUND 153-000-001


Board Member


Board Member


Board Member


Voucher #	Claimant	Purpose	Amount
	Franklin County Road Dept.	Reimbursement for 3rd Quarter 2005 services	507.63

VOUCHER APPROVAL

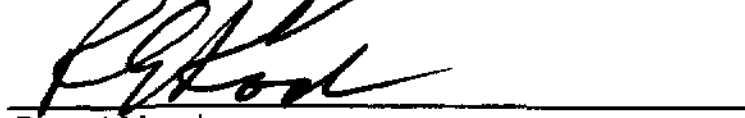
WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$607.30 ON THIS 2ND DAY OF OCTOBER 2005.

2005 YEAR VOUCHERS

FLOOD CONTROL FUND
FUND 151-000-001


Board Member


Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	Franklin County Road Dept.	Reimbursement for 3rd Quarter 2005 services (Drywell at Courthouse)	607.30



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

DATE: October 3, 2005
TF-05-081

TO: Board of County Commissioners
Franklin County, Washington

FROM: Tim Fife, P.E.
Public Works Director/County Engineer

SUBJECT: Used Paint Striper Purchase

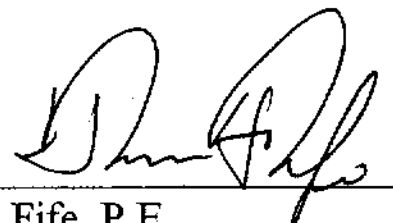
Consider this my formal recommendation to purchase a used 1971 Ford Cabover striping machine from Whitman County for \$5,000. It will provide us with more versatility to stripe when it best fits our schedule.

The machine has been checked out by our maintenance and shop superintendents (attached letter) and found to be in good operating condition.

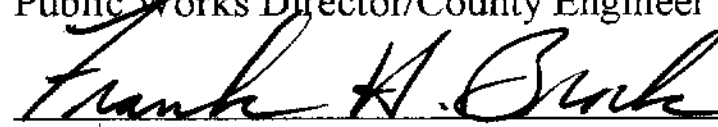
Your review and approval is hereby requested.

Dated this 3 day of October, 2005.

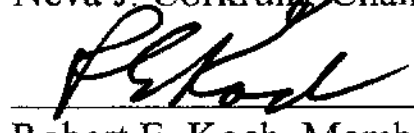
Recommended:


Tim Fife, P.E.
Public Works Director/County Engineer

Approved:

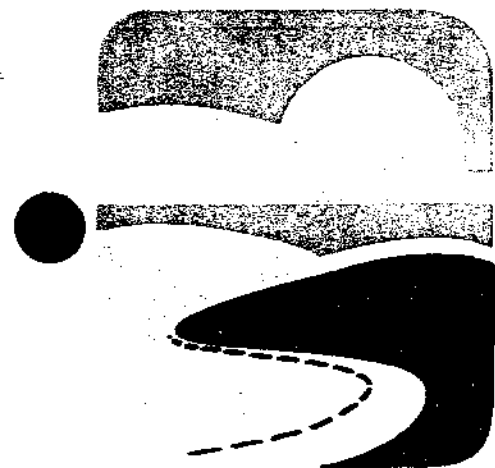

Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

Tim Fife, P.E., Public Works Director/County Engineer

Guy F. Walters, Assistant Public Works Director

DATE: September 29, 2005
RH-05-056

TO: Tim Fife, P.E.
Public Works Director/County Engineer

FROM: Ronald A. Horn *RAH*
Road Superintendent

SUBJECT: Paint Striper

After our conversation in early September about having the ability to do some of our own striping and lane marking, I did some research and found out a self-propelled, walk behind machine with limited ability would cost us about 12 to 15 thousand dollars.

During the investigation of finding a walk behind machine, I stumbled across a used, full-sized striping machine that Whitman County is surplus. It is a 1971 Ford Cabover that they purchased from Spokane County 10 years ago. Darrel Farnsworth and myself drove to Colfax and inspected the vehicle to see if it would meet our needs. Everything seems to be in good operating condition, and they have been doing about the same number of centerline miles per year that we do by contract.

Given the price and versatility of this machine, I would request that we purchase it so that we would be able to do our striping in a timelier manner. This would also give us the opportunity to utilize our resources and personnel closer to their potential.

After evaluation of how this operation performs for the County, we can determine whether or not it makes sense to continue.

FRANKLIN COUNTY RESOLUTION NO. 2005 418

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL OF APPLICATION FOR HISTORIC COUNTY COURTHOUSE
REHABILITATION GRANT PROGRAM**

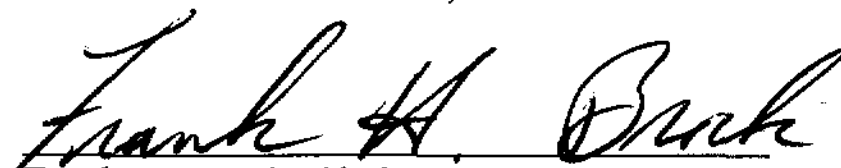
WHEREAS, Franklin County is applying to the State of Washington, Department of
Archaeology and Historic Preservation for funding assistance;

WHEREAS, it is necessary that certain conditions be met as part of the application
requirements; and

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners
hereby authorizes submission of this application to the State of Washington, Department of
Archaeology and Historic Preservation to request funding assistance for the restoration and
historical preservation of the Franklin County Courthouse and certifies that, if funded, all work
will be in accordance with the U.S. Secretary of the Interior's Standards for the Treatment of
Historic Properties.

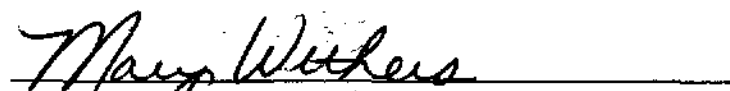
APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Department of Archaeology and Historic Preservation

cc: County Administrator
File

FRANKLIN COUNTY RESOLUTION NO. ~~2005-419~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: NEGATE TERM LIMITS PREVIOUSLY SET FOR COUNTY
APPOINTED REPRESENTATIVES ON THE TRAC ADVISORY BOARD
FOR DAVE BEACH, FRANKLIN COUNTY RESOLUTION 2002-355,
RICHARD MOORE, FRANKLIN COUNTY RESOLUTION 2003-532, AND
ALI DOCKSTADER, FRANKLIN COUNTY RESOLUTION 2004-095**

WHEREAS, the appointment of Dave Beach to the Trade, Recreation & Agriculture Center (TRAC) Advisory Board expired October 1, 2005; and

WHEREAS, Mr. Beach has expressed a desire and willingness to continue to serve as a member on the TRAC Advisory Board contingent upon Board approval; and

WHEREAS, the TRAC Advisory Board operating guidelines state advisory board terms are limited to two three-year terms and Mr. Beach has served two terms as of October 1, 2005; and

WHEREAS, the interlocal agreement between the city and the county creating the TRAC Advisory Board does not reflect term limits for the three members appointed by the city and the three members appointed by the county; and

WHEREAS, the seventh seat on the board is to be jointly agreed upon and filled by the other six advisory board members and is subject to the guidelines adopted by the advisory board; and

WHEREAS, the interlocal agreement supersedes the operating guidelines, thus, necessitating the need for the advisory board to revise said guidelines; and

WHEREAS, with this intent, this resolution negates term limits previously set for county appointed representatives on the TRAC Advisory Board for Dave Beach reappointed per Franklin County Resolution 2002-355, Richard Moore reappointed per Franklin County Resolution 2003-532, and Ali Dockstader reappointed per Franklin County Resolution 2004-095; and

WHEREAS, the Franklin County Board of Commissioners deems this to be in the best interest of the county;

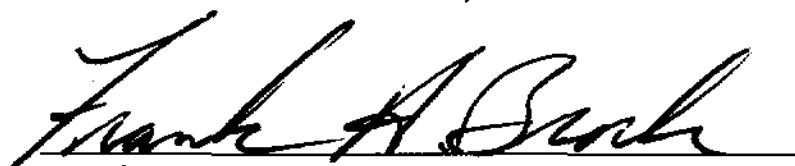
Franklin County Resolution 2005 419
Page 2

TRAC Advisory Board

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby negates term limits previously set for county appointed representatives on the TRAC Advisory Board for Dave Beach, Franklin County Resolution 2002-355, Richard Moore, Franklin County Resolution 2003-532, and Ali Dockstader, Franklin County Resolution 2004-095.

APPROVED this 3rd day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
TRAC Advisory Board Chairman

cc: City of Pasco
TRAC Advisory Board Appointment File
Dave Beach, Ali Dockstader & Dick Moore

FRANKLIN COUNTY DEMOCRATIC CENTRAL COMMITTEE

P.O. Box 64
Pasco, WA 99301

RECEIVED
FRANKLIN COUNTY COMMISSIONERS

Franklin County Commissioners
1016 North 4th Avenue
Pasco, WA 99301

SEP 22 2005

September 17, 2005

Distinguished County Commissioners,


The purpose of this letter is to inform you about our selection of the Franklin County Treasurer candidates.

On September 14, 2005 our membership voted to select the following candidates.

- 1) Tiffany Coffland
- 2) Gary Chapton
- 3) Sam Rabideau

Please, let me know if you have additional questions.

Respectfully,


Gabriel Portugal, Chair
(509) 545-9335 home




Democrats

FRANKLIN COUNTY RESOLUTION NO. 2005-420

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPOINTING TIFFANY COFFLAND AS THE FRANKLIN COUNTY
TREASURER**

WHEREAS, the Franklin County Board of Commissioners accepted the letter of resignation from Jenny Zacher, Franklin County Treasurer, effective September 30, 2005; and

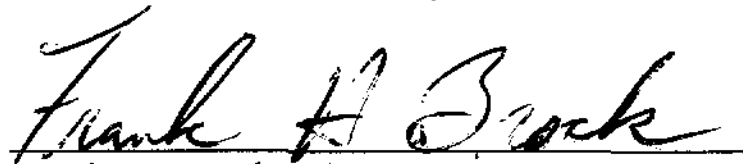
WHEREAS, the Franklin County Democratic Central Committee provided the names of three candidates for the Board to interview for the position of Franklin County Treasurer; and

WHEREAS, the Board of Franklin County Commissioners conducted said interviews October 3, 2005 and unanimously selected Ms. Tiffany Coffland as the interim Franklin County Treasurer to fill the remainder of Ms. Zacher's term;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby appoints Tiffany Coffland as the Franklin County Treasurer.

APPROVED this 3rd day of October 2005.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Tiffany Coffland

cc: Elected Officials/Department Heads
Commissioners File

October 3, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

October 3, 2005

Mr. Gabriel Portugal, Chair
Franklin County Democratic Central Committee
P.O. Box 64
Pasco, WA 99301

Re: Appointment of Franklin County Treasurer

Dear Gabriel:

Thank you for submitting the list of candidates to interview for the Franklin County Treasurer position. Each candidate appeared to be well qualified.

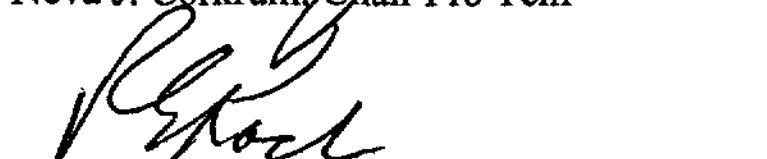
We appointed Tiffany Coffland to fill the vacancy as Franklin County Treasurer effective October 3, 2005, replacing Jenny Zacher who retired on September 30, 2005.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

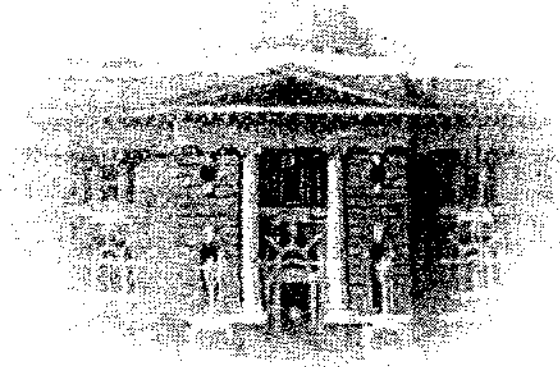

Robert E. Koch, Member

October 3, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

October 3, 2005

Mr. Sam Rabideau
1632 West Yakima Street
Pasco, WA 99301

Dear Gary:

Thank you for taking the time to interview for the Franklin County Treasurer position vacated by Zenny Zacher, September 30, 2005.

We appreciated the list of qualified candidates received from the Franklin County Democratic Central Committee. Each candidate appeared to be well qualified. We selected Tiffany Coffland to fill the vacancy as Franklin County Treasurer.

Thank you again for your interest and desire to fill the vacancy.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

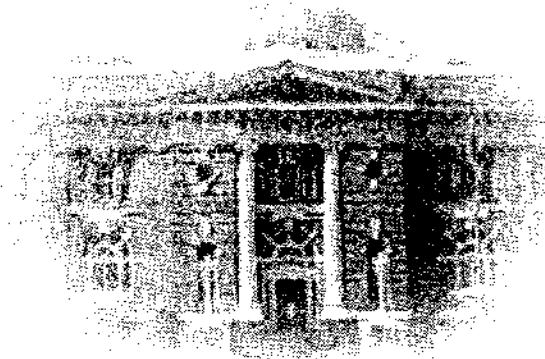
Robert E. Koch, Member

October 3, 2005

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Tiffany Coffland
Human Resources Director

Patricia Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

October 3, 2005

Mr. Gary Chaption
8706 Bell Street
Pasco, WA 99301

Dear Gary:

Thank you for taking the time to interview for the Franklin County Treasurer position vacated by Zenny Zacher, September 30, 2005.

We appreciated the list of qualified candidates received from the Franklin County Democratic Central Committee. Each candidate appeared to be well qualified. We selected Tiffany Coffland to fill the vacancy as Franklin County Treasurer.

Thank you again for your interest and desire to fill the vacancy.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member