



ARTICLE IX MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, reservations and restrictions contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, reservations and/or restrictions or any part thereof is void, invalid or unenforceable, then the same shall be affected not impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99



9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: [Signature]
By: [Signature]
By: [Signature]

STATE OF WASHINGTON } ss.
County of Franklin }

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 16th day of March, 1996.

[Signature]
Notary Public in and for the
State of Washington
residing at [Signature]
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires 2/1/99

03-99

89°44'32"E

1161.00

BURDEN BLVD.

9'10"

N00°15'28"E

N 89°44'32"W

586.59'

5'

20' F.P.U.D. EASEMENT

16'15"

S 89°44'32"E

1027.55

A.F.#517864

A.F.#518430

May 10, 2000

71.63'

305.09'

204.21'

R=35.00
L=55.82'
D=91°22'58"

15' UTILITY EASEMENT

T.P.O.B.

LOT 1

14'

LOT 1

LOT 1
56130 SQ.FT.
1.29 ACRES

366.86'
180.35'

LOT 1
NO.2005-04

S88°21'34"E

305.00'

B.S.P. NO.2001-06

LOT 3

T.P.O.B.
LOT 2

28' ACCESS EASEMENT
A.F.#1665845

LOT 2

56886 SQ.FT.
1.31 ACRES

S01°38'26"W
186.51'

S01°38'26"W
186.51'

B.S.P. NO. 2001-06

R=25.00
L=39.27
D=90°00'00"

319.16'

520.00'

1372.05'

S88°21'34"E

305.00'

215.00'

S 88°21'34"E

671.30'

RODEO DRIVE

15' F.P.U.D. EASEMENT
A.F.#518429

10' F.P.U.D. EASEMENT
A.F.#1594575

86.30'

305.00'

281.72'

A.F.#1594575

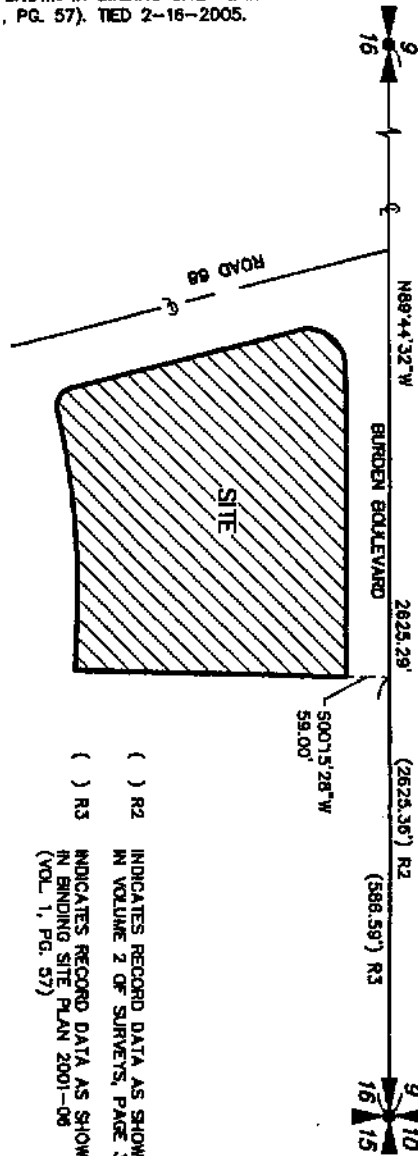
SECTION LINE

PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA 99301
(509) 544-7802

FOUND & HELD 3" BRASS CAP
IN MON BOX STAMPED: "18N R29E
1/4 9/16 L335+77 2003" AS THE
NORTH QUARTER CORNER OF
SECTION 16, T16-05

FOUND & HELD 3" BRASS CAP WITH
PUNCH IN MON BOX AT THE
INTERSECTION OF BURDEN BLVD AND
ROAD 68 PLACE AS THE NORTHEAST
CORNER OF SECTION 16,
T16-05

BASE OF BEARING: NORTH 88°44'32" WEST
BETWEEN FOUND MONUMENTS AT THE
NORTHEAST AND NORTH QUARTER CORNERS OF
SECTION 16 AS SHOWN IN BINDING SITE PLAN
2001-06 (VOL. 1, PG. 57). TIED 2-16-2005.



BINDING SITE PLAN

DECLARATION:
ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN
SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS
IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, AND
IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS,
APPROVALS, REGULATIONS, REQUIREMENTS, AND RESTRICTIONS
THAT MAY BE IMPOSED UPON SUCH LAND AND THE
DEVELOPMENT THEREOF UPON COMPLETION. THE
APPROPRIATE PARTS OF THE LAND SHALL BE INCLUDED IN ONE OR
MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR
OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS
THEREIN OR THEIR OWNERS ASSOCIATIONS HAVE A
MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS
BINDING SITE PLAN SHALL BE BINDING UPON ALL NOW OR
HEREAFTER HAVING ANY INTEREST IN THE LAND DESCRIBED
HEREIN.



SURVEYOR'S CERTIFICATE:

I, JOHN J. SHEA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON,
HEREBY CERTIFY THAT THE BINDING SITE PLAN AS SHOWN HEREON IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT SAID BINDING SITE PLAN IS
BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT SAID
BINDING SITE PLAN IS STATED ON THE GROUND AS INDICATED HEREON. I FURTHER
CERTIFY THAT THIS MAP IS TRUE AND CORRECT REPRESENTATION OF LANDS
ACTUALLY SURVEYED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE
PROVISIONS OF RCW 50A.17 LAWS OF WASHINGTON.

DATE 06-30-2005
PROFESSIONAL LAND SURVEYOR NO. 33858

CITY OF PASCO APPROVALS:

DATE 7/5/05
CITY OF PASCO
DATE 7/5/05
COMMUNITY DEVELOPMENT DIRECTOR

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 14 DAY OF July, 2005 AT 22 MINUTES PAST 12 M.
AND RECORDED IN VOLUME 1 OF SURVEYOR'S PAGE 89 AT THE REQUEST OF MINISTER
AND GLAESER SURVEYING, INC.

FRANKLIN COUNTY AUDITOR
DATE 7-5-05
BY Julie Herrera

1665845
Page: 1 of 3
07/05/2005 01:13:49
COLUMBIA RIVER BANK
5200 Franklin Co. Rd.
FEE NO.

BINDING SITE PLAN

NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

JOB NO. 05-090

SHEET 1 OF 3

JUNE 30, 2005

OWNERS CERTIFICATE:

WE, COLUMBIA RIVER BANK, A WASHINGTON CORPORATION, AS DEED OF TRUST
BENEFICIARY, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF
LAND DESCRIBED HEREON AND HEREBY CERTIFY THAT THE DIVISION OF THE
PROPERTY SHOWN ON THE BINDING SITE PLAN HAS BEEN MADE WITH OUR FREE
CONSENT AND IS IN ACCORDANCE WITH THE DESIRES AS TO THE DIVISION OF THE
PROPERTY. WE ALSO CERTIFY THAT ALL STREET AND ROAD RIGHTS-OF-WAY AND
UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.

COLUMBIA RIVER BANK

BY: David Olson FACILITATOR
LEONARD OLSON, FACILITIES MANAGER

ACKNOWLEDGMENT:

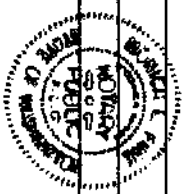
STATE OF WASHINGTON
COUNTY OF FRANKLIN

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LEONARD
OLSON, IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON
ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ON OATH STATED
THAT THEY ARE AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED
IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND
PURPOSES MENTIONED ON THIS INSTRUMENT.

NOTARY PUBLIC

MY APPOINTMENT EXPIRES 5/9/06

RESIDING West Richland, WA



UTILITY APPROVAL:

THE OWNER NAMED HEREON IS RESPONSIBLE FOR PROVIDING AND INSTALLING
ALL TRENCH, CONDUIT, PRIMARY VAULTS, SECONDARY JUNCTION BOXES AND
BACKFILL FOR THE PUD'S PRIMARY AND SECONDARY DISTRIBUTION SYSTEM IN
ACCORDANCE WITH PUD SPECIFICATIONS. SAID OWNER WILL MAKE FULL ADVANCE
PAYMENT OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY
EASEMENTS PRIOR TO PUD CONSTRUCTION AND/OR CONNECTION OF ELECTRICAL
SERVICE TO PLAT.

DATE 7/5/05
FRANKLIN COUNTY PUD

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE
BEEN PAID TO AND INCLUDING THE YEAR 2005 A.D.,
TAX PARCEL NUMBER 117-480-084

DATE 7-5-05
FRANKLIN COUNTY TREASURER

May 10, 2006

NEW LEGAL DESCRIPTIONS

LOT 1:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°44'33" EAST, ALONG SAID SOUTHERLY MARGIN 305.09 FEET; THENCE SOUTH 01°38'26" WEST, 187.71 FEET; THENCE NORTH 86°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 180.55 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 58,130 SQUARE FEET.

LOT 2:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°44'33" EAST, ALONG SAID SOUTHERLY MARGIN 305.09 FEET; THENCE SOUTH 01°38'26" WEST, 187.71 FEET; THENCE NORTH 86°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 180.55 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 58,886 SQUARE FEET.

BINDING SITE PLAN DECLARATION:

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THE BINDING SITE PLAN AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY. IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT THEREOF. UPON COMPLETION, THE IMPROVEMENTS ON THE LAND SHALL BE INCLUDED IN ONE OR MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR OWNERS' ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS BINDING SITE PLAN SHALL BE BINDING UPON ALL NOW OR HEREFTER HAVING ANY INTEREST IN THE LAND DESCRIBED HEREIN.

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 = DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAB 21364".
4. * = DENOTES FOUND 5/8" REBAR W/CAP STAMPED "ROGERS 12365" UNLESS NOTED OTHERWISE.
5. @ = DENOTES FOUND 5/8" REBAR W/CAP STAMPED "RSI-JCF 34587".
6. EQUIPMENT AND PROCEDURES USED: TOPCON GTS 325 TOTAL STATION (5 SECOND 2mm + 2 ppm); CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.
7. RODEO DRIVE WILL BE RESTRICTED TO RIGHT IN AND RIGHT OUT TRAFFIC MOVEMENTS TO AND FROM ROAD 68.
8. ACCESS TO AND FROM BURDEN BOULEVARD SHALL BE FROM THE ACCESS EASEMENT ALONG THE WEST LINE OF LOTS 1 AND 2 OF THE BINDING SITE PLAN AND ALONG THE EAST LINE OF LOTS 1 AND 2 OF THE BINDING SITE PLAN 2005-04 AND IS LIMITED TO A RIGHT IN AND RIGHT OUT ONLY.
9. FRANKLIN P.U.D. NOTE: THE OWNER NAMED HEREON IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL TRENCH, CONDUIT, PRIMARY VAULTS, SECONDARY JUNCTION BOXES, AND BACKFILL FOR THE P.U.D.'S PRIMARY AND SECONDARY DISTRIBUTION SYSTEM IN ACCORDANCE WITH P.U.D. SPECIFICATIONS. SAID OWNER WILL MAKE FULL ADVANCE PAYMENT OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY EASEMENTS PRIOR TO P.U.D. CONSTRUCTION AND/OR CONNECTION OF ELECTRICAL SERVICE TO THE PLAT.
10. CITY OF PASCO VERTICAL DATUM REFERENCE: PSI #23-2 BRASS CAP AT INTERSECTION OF BURDEN BLVD. & ROAD 68 PLACE. ELEVATION = 506.58.
11. STREET ADDRESSES WILL BE ASSIGNED AT THE TIME BUILDING PERMITS ARE ISSUED.
12. WATER AND SEWER SERVICE ARE AVAILABLE AT THE TIME BUILDING PERMITS ARE ISSUED.
13. LOTS 1 & 2 IN THIS BINDING SITE PLAN SHALL PARTICIPATE IN RECIPROCAL ACCESS AND UTILITY EASEMENTS AND SHARE COMMON ACCESS PARKING, STORM WATER RETENTION AND CIRCULATION RIGHTS.



DATE

1-20-06

SURVEYOR'S CERTIFICATION

I, JOHN A. BAUMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, REG. #21364, HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE PROVISIONS OF THE SURVEYORS' REGULATIONS AND THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 56, LAWS OF 1973, AT THE REQUEST OF FRANKLIN COUNTY.

BINDING SITE PLAN 2006-03

REVISION OF LOT 4, BINDING SITE PLAN 2001-08,

LOCATED IN A PORTION OF SECTION 16,

TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.

FRANKLIN COUNTY, WASHINGTON

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PARCELED INTO LOTS AS SHOWN WITH OUR FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS OF THE LAND COVERED BY THE BINDING SITE PLAN AND THE STREETS AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AS SHOWN ON THE BINDING SITE PLAN.

NEVA CORREIA

ROBERT E. KOCH

Absent

FRANK H. BRICK

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF FRANKLIN }

THIS IS TO CERTIFY ON THIS 25 DAY OF January, 2006, PERSONALLY APPEARED BEFORE ME, NEVA J. CORREIA, ROBERT E. KOCH AND FRANK H. BRICK, FRANKLIN COUNTY COMMISSIONERS, TO ME KNOWN TO BE THE INDIVIDUALS IN AND WHO EXECUTED THE FOREGOING "OWNERS CERTIFICATE", AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Notary Public in and for the State of Washington

RESIDING AT Eltham

MY COMMISSION EXPIRES: 10-29-08

APPROVALS

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF PASCO,

STAFF OF WASHINGTON

1/28/06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06

1-25-06



CLIENT	FRANKLIN COUNTY	JOB	23605
PROJECT	BINDING SITE PLAN REVISION		
	OF LOT 4, B.S.P. NO. 2001-06		
DATE	9-29-05	SCALE	1" = 100'
APPROVED	JAB	DATE	9-29-05
		F.B. NO.	NONE
		SOURCES	23605.DWG
		SHEET	2

May 10, 2006

PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
5303 BURDEN BLVD., SUITE E
PASCO, WA. 98301
(509) 544-7802

BINDING SITE PLAN PERIMETER

IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59 FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 58.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BURDEN BOULEVARD AND 59.00 FEET SOUTHERLY OF THE CENTERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 417.84 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTHWESTERLY, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 104°00'38" FOR AN ARC DISTANCE OF 80.77 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROAD 68 (BSP 2001-06); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 321.18 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTHWESTERLY, ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°13'45" FOR AN ARC DISTANCE OF 38.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RODEO DRIVE SAID POINT BEING 40.00 FEET NORTHERLY OF THE CENTERLINE OF SAID RODEO DRIVE WHEN AT RIGHT ANGLES; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, SOUTHEASTERLY, ALONG THE ARC OF A 1040.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 12°58'55" EAST) THROUGH A CENTRAL ANGLE OF 14°37'21" FOR AN ARC LENGTH OF 265.42 FEET; THENCE SOUTH 88°21'34" EAST, 86.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, (BSP 2001-06); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, NORTH 01°38'26" EAST 368.86 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 3.66 ACRES, MORE OR LESS.

LOT 1

IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59 FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENTERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 271.83 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTH 13°51'22" EAST, 186.57 FEET; THENCE EASTERLY ALONG THE ARC OF A 1228.01 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 04°41'24" EAST) THROUGH A CENTRAL ANGLE OF 06°19'50" FOR AN ARC LENGTH OF 135.68 FEET; THENCE SOUTH 82°31'17" EAST, 14.70 FEET TO THE EAST LINE OF SAID LOT 5 (BSP 2001-06); THENCE NORTH 01°38'26" EAST, 180.35 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.01 ACRES, MORE OR LESS.

LOT 2

IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59 FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENTERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 271.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°44'32" WEST, 146.01 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTHWESTERLY, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 104°00'38" FOR AN ARC DISTANCE OF 80.77 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROAD 68; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 138.12 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, NORTHEASTERLY, ALONG THE ARC OF A 1228.01 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 14°37'21" EAST) THROUGH A CENTRAL ANGLE OF 09°33'39" FOR AN ARC DISTANCE OF 204.91 FEET; THENCE NORTH 13°51'22" WEST, 186.57 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.82 ACRES/ 40,155 SQUARE FEET, MORE OR LESS.

LOT 3

IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59 FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENTERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTHWESTERLY, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 104°00'38" FOR AN ARC DISTANCE OF 80.77 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROAD 68; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 163.08 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTHEASTERLY, ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°13'45" FOR AN ARC DISTANCE OF 38.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RODEO DRIVE, SAID POINT BEING 40.00' NORTHERLY OF THE CENTERLINE OF SAID RODEO DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIIALLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, EASTERLY, ALONG THE ARC OF A 1040.00 FOOT RADIUS CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 12°58'55" EAST) THROUGH A CENTRAL ANGLE OF 14°37'21" FOR AN ARC LENGTH OF 265.42 FEET; THENCE SOUTH 88°21'34" EAST, 86.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, (BSP 2001-06); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF RODEO DRIVE, NORTH 01°38'26" EAST 186.51 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.73 ACRES, MORE OR LESS.

BINDING SITE PLAN

NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

JOB NO. 05-090

SHEET 3 OF 3

JUNE 30, 2005

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 14th DAY OF July, 2005 AT 58 MINUTES PAST 4 P.M.,
AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 57 AT THE REQUEST OF MINISTER
AND GLAESER SURVEYING INC.

FRANKLIN COUNTY AUDITOR

By Julie Shreve

06-30-2005



1665845
Page 3 of 3
Printed on 6/30/2005
COLUMBIA RIVER BOOK

FEE NO.

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

**AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR
FAMILY RESIDENCE (10/22/03)**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

**SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92)
and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)**

No general exceptions appear in these policy forms.

COMMITMENT FOR TITLE INSURANCEIssued by **Transnation Title Insurance Company**

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, **TRANSNATION TITLE INSURANCE COMPANY** has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest:

[Signature]
Secretary



By:

[Signature]
President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT 5
May 10, 2006

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by
**Transnation Title
Insurance Company**

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PUBLIC WORKS TRUST FUND CONSTRUCTION LOAN AGREEMENT,
NUMBER PW-06-962-015, FRANKLIN COUNTY HIGHWAY DEPARTMENT,
BETWEEN WASHINGTON STATE PUBLIC WORKS BOARD AND
FRANKLIN COUNTY**

WHEREAS, the Franklin County Board of Commissioners desire to pave approximately 30 miles of gravel road; and

WHEREAS, the Franklin County Board of Commissioners approved Ordinance 05-2006, authorizing the Franklin County Treasurer to levy and collect an additional excise tax on each sale of real property in the unincorporated areas of Franklin County at a rate of one-quarter of one percent of the selling price, under the authority of RCW 82.46.035(2); and

WHEREAS, the Public Works Director notified the Board of the need to contract with the Washington State Public Works Board in order to obtain a loan in the amount of \$4,500,000; 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

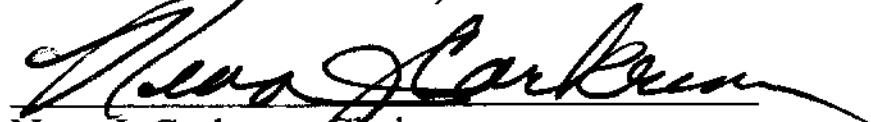
WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Public Works Trust Fund Construction Loan Agreement, Number PW-06-962-015, Franklin County Highway Department, between Washington State Public Works Board and Franklin County

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

APPROVED this 10th day of May 2006

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

**PUBLIC WORKS TRUST FUND
CONSTRUCTION LOAN AGREEMENT**

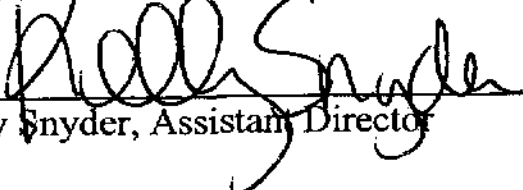
**NUMBER PW-06-962-015
FRANKLIN COUNTY HIGHWAY DEPARTMENT**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD


Kelly Snyder, Assistant Director

Date

5/16/06

APPROVED AS TO FORM ONLY

This 15th Day of March, 2006

Rob McKenna
Attorney General

By: Signature on File

Andrew Scott
Assistant Attorney General

LOCAL GOVERNMENT


Signature

Neva J. Corkrum

Print Name

Chairman

Title

May 10, 2006

Date

916001315

Federal Taxpayer Identification Number

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and FRANKLIN COUNTY HIGHWAY DEPARTMENT (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$4,500,000.00. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed 20 years, with the final payment due July 1, 2026.

4.02 Eligible Project Costs and Local Share

The LOCAL GOVERNMENT pledges to use an amount of locally-generated revenue as match of not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close out. Any change in the percentage of locally generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Eligible project costs must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Only those costs incurred after execution of this loan agreement can be reimbursed with Public Works Trust Fund monies. Expenditures made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close out may be used as match for local project share.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection and loan repayment. If funds are not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed. Therefore, subject to the availability of funds, warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed twenty percent (20%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

Within thirty (30) days of the execution of a Notice to Proceed, which follows the formal award of a construction contract, or contract for engineering services, and documented compliance with Governor Gregoire's Executive Order 05-05 Archeological and Cultural Resources or Section 106 of the National Historic Preservation Act, whichever applies to this project, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 35% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 60% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

At the time of project completion, a Close out Report, (refer to Section 4.19 for Close out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$4,500,000.00 whichever is less. The Close out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than forty-eight (48) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2007, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Public Works Board, or its successor, and sent to:

Washington State Public Works Board
P.O. Box 48319
Olympia, Washington 98504-8319

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan according to the option designated in Section 4.09 Loan Security. The name of the fund, account, or sub-account shall be 2006 PWTF Loan (within CR Fund).

4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year for the delinquent amount.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

The LOCAL GOVERNMENT acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the LOCAL GOVERNMENT of such delinquency including, without limitation, the state government and the United States of America or its agencies, credit rating agencies, and the municipal finance market.

The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.09 Loan Security

The LOCAL GOVERNMENT must select **one** of the following options for securing repayment of the loan. **Please initial the appropriate option.**

1. ng **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. _____ **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

Please choose and initial one of the following utility systems:

- _____ Water
- _____ Sanitary Sewer (Wastewater)
- _____ Stormwater
- _____ Water/Sanitary Sewer
- _____ Stormwater/Sanitary Sewer
- _____ Solid Waste

OR

3. _____ **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____.

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
4. Provide a date for reporting LOCAL GOVERNMENT conformance with the performance measures identified in ATTACHMENT I: SCOPE OF WORK.

4.19 Project Close out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close out Report, a request for a sum not to exceed the final five percent (5%) of the loan amount. This disbursement shall not occur prior to the completion of all project activities. The LOCAL GOVERNMENT shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

4.23 Historical and Cultural Artifacts

The BORROWER acknowledges that the project funded by this Agreement is subject to Executive Order 05-05, Archeological and Cultural Resources.

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

5.03 Assignment

Neither this agreement nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

PUBLIC WORKS TRUST FUND
ATTACHMENT 1: SCOPE OF WORK
LOAN NUMBER: PW-06-691-015

Client Name: **Franklin County**

Project Name: **2006 Gravel Road Paving Upgrades**

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan. (Attach additional sheets if necessary):

Franklin County will utilize the Public Works Trust Fund loan to pave approximately 30 miles of gravel access roads throughout Franklin County. Roads to be paved shall be selected from the Franklin County Commissioners approved Priority Array approved March 13, 2006 (see attached).

The work involved to pave 30 miles will include design engineering, permitting, ROW, bid preparation, clearing, widening, grading, drainage, crushed surfacing, minor alignment corrections, traffic safety facilities, bituminous surface treatment, construction engineering, and other related work at various locations throughout Franklin County.

SCOPE OF WORK**Page 2**Loan Number: **PW-06-691-015**

2. Identify the project's performance measure. (Attach additional sheets if necessary.)

PERFORMANCE MEASURE NOTES

A performance measure should quantify the major benefit(s) of completing the project. It should include at least three components –	Performance Measure Examples
<ul style="list-style-type: none">▪ Measurement standard▪ Amount of change and▪ Timeframe.	<ul style="list-style-type: none">▪ The amount of "boil water" orders will be reduced from five in 2004 to zero in 2005.▪ The amount of unaccounted for water will be reduced from 27% in 2004 to industry standard of 15% by 2007.

By reducing the number of miles of gravel roads by +/-30 miles, Franklin County will reduce maintenance costs. Maintenance cost shall be reduced by the elimination of one Grader District by the end of 2008. The reduction of six (6) Grader Districts to five (5) Grader Districts, shall give Franklin County an overall savings of approximately \$110,000 annually.

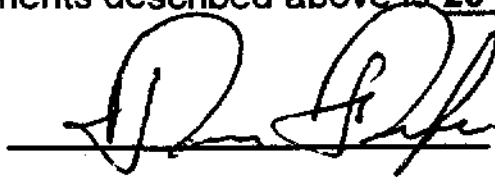
SCOPE OF WORK**Page 3**Loan Number: **PW-06-691-015**

3. The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated:

20 years

4. I, **Tim Fife**, licensed engineer, certify that the average expected useful life for the improvements described above is **20 years**.

Signed: _____



Date: _____

March 28, 2006

Telephone: _____

(509)545-3524Professional Engineer License Number: **24184**

SCOPE OF WORK

Page 4

Loan Number: **PW-06-691-015****Estimated Project Costs:**

Engineering	\$ 450,000.00
Environmental Review	\$ 50,000.00
Land / R-O-W Acquisition	\$ 0.00
Public Involvement / Information	\$ 29,500.00
Other Fees	\$ 0.00
Construction	\$ 4,050,675.00
Construction Inspection	\$ 476,550.00
Contingency (5%)	\$ 238,275.00
1. Other (Specify)	\$ 0.00
2. Other (Specify)	\$ 0.00
TOTAL ESTIMATED COSTS	\$ 5,295,000.00

Anticipated Fund Sources:

A. Federal Grants	\$ 0.00
State Grants	\$ 0.00
B. Locally Generated Revenue	\$ 0.00
General Funds	\$ 0.00
Capital Reserves	\$ 0.00
Other Fund: <u>¼% REET</u>	\$ 400,000.00
Rates	\$ 0.00
Assessments (LID, RID, ULID)	\$ 0.00
Special Levies	\$ 0.00
Federal Loan(s) from: (identify all)	\$ 0.00
	\$ 0.00
Other: (identify sources)	
County Road Fund	\$ 395,000.00
	\$ 0.00
TOTAL LOCAL REVENUE	\$ 795,000.00
C. PUBLIC WORKS TRUST FUND LOAN	\$ 4,500,000.00

SCOPE OF WORK**Page 5**Loan Number: **PW-06-691-015****Calculating Local Percentage:****Notes:** 1. Grant funds **cannot** be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage}$$
$$\frac{\$795,000}{\$4,500,000 + \$795,000} = \underline{\mathbf{15\%}}$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	15%

Public Works Trust Fund

ATTACHMENT II: ATTORNEY'S CERTIFICATION

I, RYAN E. VERHULP, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Franklin County Prosecuting Attorney's Office
(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

Bob
Signature of Attorney

05.08.06
Date

RYAN E. VERHULP
Name

Franklin County Prosecuting Attorney's Office 1016 North 4th Avenue Pasco, WA 99301
Address

FRANKLIN COUNTY RESOLUTION NO. 2006 248

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES CONTRACT BETWEEN FRANKLIN COUNTY
AND HAYGROUP TO CONDUCT A CLASSIFICATION AND
COMPENSATION STUDY**

WHEREAS, the Board of County Commissioners desire the HayGroup to conduct a classification and compensation study, with the cost not to exceed \$92,900.00;


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 Personal Services Contract between Franklin County and the HayGroup to conduct a classification and compensation study, with the cost not to exceed \$92,900.00

APPROVED this 10th day of May 2006.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
HayGroup

cc: Human Resources
County Administrator

PROFESSIONAL SERVICES CONTRACT**FRANKLIN COUNTY/HAY GROUP**

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 **HAY GROUP**, with its principal office at 100 Penn Square East, The Washington Building, Philadelphia, PA 19107, hereinafter "**CONSULTANT**."

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 HAY GROUP, for the purpose of conducting a classification and compensation study. Services shall be completed upon completion.

2. **SERVICES PROVIDED BY THE CONSULTANT**

The CONSULTANT shall perform the following services: See attached Scope of Work, Exhibit "A."

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

b. The CONSULTANT 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 CONSULTANT shall perform according to standard industry practice of the work specified by this Contract.

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

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

2006 248

3. **SERVICES PROVIDED BY THE COUNTY**

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

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

4. **CONTRACT REPRESENTATIVES**

a. For CONSULTANT: Hay Group

Name of Representative: Ron Keimach

Title: Senior Consultant, Public Sector Consulting

Mailing Address: 101 Ygnacio Valley Road, Suite 250

City, State, and Zip Code: Walnut Creek, CA 94596

Telephone Number: 925-279-3700

Fax Number: 925-279-3777

E-Mail Address: ron_keimach@haygroup.com

b. For COUNTY:

Name of Representative: Fred H. Bowen

Title: Franklin County Administrator

Mailing Address: 1016 N. Fourth Avenue

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 545-3578

Fax Number: (509) 545-3573

E-Mail Address: fbowen@co.franklin.wa.us

2006 248

5. COMPENSATION

a. For the services performed hereunder, the CONSULTANT 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 CONSULTANT under this Contract shall not exceed \$92,900.

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

c. The CONSULTANT 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 CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT 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 CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

2006 248

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 CONSULTANT 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 CONSULTANT'S acts, errors or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, sub-CONSULTANT, contractor, 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 sub-CONSULTANT 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 sub-CONSULTANT or agent performing work hereunder.

c. The CONSULTANT'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 CONSULTANT, the CONSULTANT'S employees, agents or sub-CONSULTANTS.

8. **INSURANCE**

a. **Professional Legal Liability:**

The CONSULTANT, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'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 CONSULTANT'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.

2006 248

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT has contact with the public arising out of the scope of the CONSULTANT'S services defined in this Contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall maintain automobile liability insurance as follows:

_____ The CONSULTANT 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 -

_____ The CONSULTANT 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 CONSULTANT will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

 X Not Applicable.

e. Other Insurance Provisions:

f. The CONSULTANT'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.

g. Where such coverage is required, the CONSULTANT'S Commercial General Liability Insurance and Automobile Liability insurance shall include

2006 248

the COUNTY, its officers, officials, employees and agents with respect to performance of services.

h. Where such coverage is required, the CONSULTANT'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.

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

j. The CONSULTANT'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.

k. The CONSULTANT shall include all sub-CONSULTANTS as insured under its policies or shall furnish separate certificates and endorsements for each sub-CONSULTANT. All coverage for sub-CONSULTANTS shall be subject to all of the requirements stated herein.

l. 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.

m. The CONSULTANT 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 CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

n. Verification of Coverage and Acceptability of Insurers:

The CONSULTANT 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.

o. The CONSULTANT 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.-

2006 248

p. The CONSULTANT 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.

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

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

ATTN: Fred H. Bowen
Franklin County Administrator
1016 North Fourth Avenue
Pasco, Washington 99301

s. The CONSULTANT 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 CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT 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 CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S breach.

2006 248

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONSULTANT shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT

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

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT 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 CONSULTANT shall have and maintain complete responsibility and control over all of its sub-CONSULTANTS, employees, agents, and representatives. No sub-CONSULTANT, employee, agent, or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT 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 CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

2006 248

e. The CONSULTANT 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 CONSULTANT 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 CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

The CONSULTANT, its assignees, delegates or sub-CONSULTANTS 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**

a. 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 CONSULTANT for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefore to the extent such use is agreed to in writing by the CONSULTANT.

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 CONSULTANT 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 CONSULTANT shall be decided by the COUNTY'S

2006 248

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**

a. 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.

2006 248

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

This Contract shall take effect this _____ day of May 2006.

CONSULTANT:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Hay Group


Neva J. Corkrum, Chair

By: _____


Robert E. Koch, Chair Pro Tem

Signature: _____


Frank H. Brock, Member

Title: _____

ATTEST BY:

 5-10-06
Clerk of the Board

Approved As To Form:

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

by: _____

Ryan E. Verhulp
Deputy Prosecuting Attorney

EXHIBIT "A"

2006 248

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ HAY GROUP

SERVICES PROVIDED BY THE PARTIES

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

- a. See attached Proposal to Conduct a Classification and Compensation Study.

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):

- a. Provide relevant information as exists to assist the CONSULTANT and coordinate with other County Departments.

EXHIBIT "B"

2006 248

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/HAY GROUP

COMPENSATION

1. The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed \$92,900.

**PROFESSIONAL SERVICES CONTRACT
REQUIRED INSURANCE PROVISIONS MATRIX**

2006 248

TYPE OF COVERAGE	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability	If CONSULTANT 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
CONSULTANTS	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 CONSULTANTS	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 CONSULTANT/OPERATOR	

2006 248



***Franklin County,
Washington***

***Proposal to Conduct a Classification
and Compensation Study***

February, 2006

HayGroup

Prepared by:

Neville Kenning
Director, Public Sector Consulting

and

Ron Keimach
Senior Consultant, Public Sector Consulting

Hay Group, Western Region

for

Franklin County, Washington

Table of Contents

<u>Section</u>	<u>Page</u>
I. Introduction	1
II. Technical Proposal	3
III. Management Proposal	13
IV. Cost Proposal	16

Appendices

Consultant Biographies

References

I. Introduction

Your RFP and our follow-up conversation gave a clear picture of the issues facing Franklin County since your last compensation plan review in 2000. In addition to some salaries being “out-of-line” within the organization, there are challenges to attract, retain and reward the quantity and caliber of employees that is critical to running the County in a cost-effective, customer-focused manner. The cost of both underpaying or overpaying is high. *Underpaying* relative to your chosen market can result in unnecessary costs of turnover, training, and under-productivity, while *overpaying* can result in excess expense without an optimal return.

You would like to contract with a proven compensation consulting firm to analyze your classification structure and the current competitive levels of your rates of pay. We commend the County for its foresight that the credibility of the results will be enhanced by an independent contractor conducting this project; compensation is an emotional issue and using an independent contractor can minimize the subjectivity and maximize the objectivity of the process and the outcomes. Our role will be to maximize the likelihood of credible and saleable results by:

- Verifying the internal alignment of positions in the current grade structure and whether positions are being differentiated based on noticeable differences in job content;
- Designing a custom survey instrument that will capture key compensation data in a manner that will achieve maximum survey participation;
- Instituting an internal quality control process to ensure that data is being compared and analyzed on an “apples-to-apples” basis;
- Producing project outcomes that are sound and able to be implemented, not just a series of data tables; and
- Undertaking the project within the timetable set by the County, within budget, and in accordance with the high levels of Hay Group survey quality assurance standards.

Based on the issues that you outlined, Hay Group will conduct a study that will achieve the following objectives:

- To analyze and provide recommendations on key aspects of your current salary plan. This analysis will include:
 - The basis for allocation of positions to grades (i.e., your job evaluation methodology);
 - The extent to which the basis is understood and creates issues of internal equity/inequities (i.e., your classification system);
 - The “balance” of the salary structure (i.e., the differences between grades and the steps within grades; and
 - The effectiveness of the salary plan (i.e., easily administered, legally compliant, able to be kept current and dynamic and provides the County with the highest return on its compensation investment).
- To provide you with an external compensation comparison that will compare your current practice with that of the agreed upon external market.
 - Based on your compensation philosophy, we will compare the County’s position relative to the external competitive market.
 - We will survey as many of the 135 classifications (including Sheriff’s) as practical, with the goal being a broad enough coverage of “benchmark” classes while gathering data on key positions where there may be a supply/demand imbalance.

II. Technical Proposal

Overall Project Goals

Hay Group will combine its expertise in classification, job evaluation and compensation policies and practices with the skills, expertise and inputs from the County to address the following issues:

- Internal equity;
- External competitiveness;
- Administrative efficiency;
- Transfer of knowledge to appropriate personnel;
- Cost effectiveness; and
- Communication to employees, management, the Commissioners, Elected Officials and other key stakeholders.

By the conclusion of this project, the County will have:

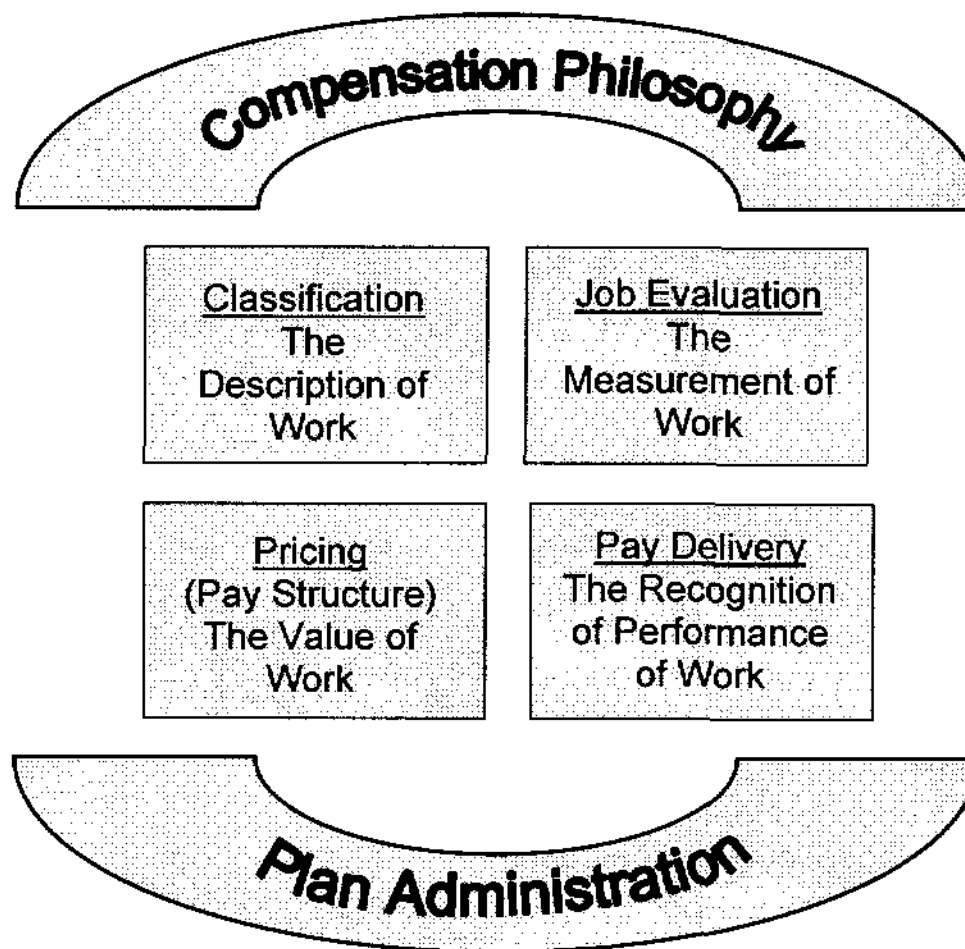
- An assessment of the current “state of play” of the job documentation, classification, job evaluation, compensation and pay delivery mechanisms for the positions covered by this project;
- Allocation of employees to classifications based on an analysis of their *current job content*;
- Hay Group’s observations on the standard for accurate and consistent job descriptions for each classification;
- Established alignment of positions in an internally equitable manner based on sound principles of job evaluation and through the application of the most widely used method of measuring and classifying work;
- A compensation study which focuses on comparable jurisdictions and other relevant organizations as a basis for salary comparison;
- A review of its existing salary program with recommendations for changes based upon an analysis of internal and external data;
- Specific recommendations regarding the appropriate level of compensation for all classes;

Overall Project Goals (cont'd)

- Recommendations to update and administer the classification and compensation plan including training in the use of any new aspects of the overall program;
- The internal capability to manage the plan on an ongoing basis through the training and participation of the County's human resources team in all key steps of the project process; and
- A high degree of acceptance of the project process and results through participative partnership and regular communication.

Methodology

The methodology for the work plan is based on the six fundamentals of an effective compensation system. This methodology is illustrated below. Overarching the four segments is a compensation philosophy which provides the "umbrella" beneath which all compensation and pay delivery decisions should be made. Underpinning the four segments is administration which enables the pay plan (and performance appraisal program, though not a part of the currently proposed work) to be managed and administered in a way which is dynamic, meets changing business needs and is based on "tools not rules."



A three-phase approach is outlined in the following pages.

**Phase I:
Job Analysis and Job
Evaluation**

Step 1: Project Planning, Communication and Management

Hay Group believes that planning and communication is a crucial element in conducting projects that are optimally useful to our clients. Our project team will meet with the County's Project Manager and whomever else you deem it important at the start of the project to:

- **Clarify the Scope of the Project.** Agree on the scope of the project, including defining the roles and responsibilities of the consultants and the County; clarifying project expectations and anticipated outcomes; and determining the specific timetable of events (including on-site time as outlined in your RFP and regular status meetings with the County).
- **Develop Communication Strategies.** Employees need to fully understand the intentions of this project and will need open communication channels established to ask questions. Hay Group will assist the County to determine an effective communication strategy. Our experience indicates that the initial communications, which are so critical, will be done using a combination of group presentations, written communications and, if available, electronic communications. It is very important that we *manage expectations*; our experience shows that as soon as you communicate that you are doing a compensation project, there is a "one-way" expectation that "my pay will increase."
- **Agree on the Project Management Process.** We will provide status updates by which Hay Group and the County will assume a partnership responsibility for ensuring that the project is conducted on time, within budget and provides the needed deliverables. In addition, we will meet with relevant stakeholders at key milestone events in the project for the dual purpose of gaining their input to project process decisions and to keep them informed of project progress. An estimated timeline is included at the end of this Technical Proposal section.

**Phase I:
Job Analysis and Job
Evaluation (*cont'd*)**

Step 2: Gathering Data

In this step, we will gather information to increase our knowledge of the existing job levels, compensation and human resources processes so that the project outcomes can be aligned with the strategy and culture of the County and the outcomes are tailored to the County's specific needs. Data gathering will include existing job and classification documentation, the current job evaluation methodology and process, salary structure, benefits plans, employee salary data, human resources policies and procedures and any other information that will help us to understand the County.

Step 3: Capturing and Analyzing Current Job Content

In order to get employees to buy-in to the outcomes of the project, it is important that each employee and their immediate supervisor/manager agree to the accuracy of the incumbent's Job Description (JD). We plan to distribute the current JDs to each employee with the following instructions:

- If the current JD is an accurate description of the work that they do, sign it and have their supervisor/manager sign it;
- If, with minor modifications the JD can be made current, make these changes on an attached pre-designed form, sign it and have their supervisor/manager sign it; and
- If the current JD varies significantly from their current duties, we will ask the employee to complete a Position Description Questionnaire (PDQ). The PDQ will be used to capture data related to the job duties, knowledge, skills, qualifications and essential functions required for the role. Once completed (which can be done either in hardcopy or electronically), each PDQ will be signed off by both the incumbent and their manager.

Hay will then analyze these PDQs to determine:

- Questionnaires where job content is clear;
- Questionnaires where job content indicates some lack of clarity or definition; and
- Incumbents that may be required to be interviewed.

**Phase I:
Job Analysis and Job
Evaluation (cont'd)**

This step will give us the information we need to identify any gaps in the County's existing job descriptions. It should be noted that we do not need new JDs to be completed to do the job analysis/job evaluation steps. The questionnaires or approved JDs are designed to give us the data that we need; we can proceed with the project and any new JDs required can move along on a less critical-path timeline.

Step 4: Analyzing and Measuring Job Content

We will then move to the core step in this phase: analyzing and measuring job content.

To do this, we will utilize the Hay Guide Chart® - Profile Method of Job Evaluation, the most widely used (and imitated) job measurement system in the world. This methodology has been successfully applied across all business sectors and is being successfully utilized by our referenced public sector clients. One of the many reasons that it is the most widely used method of job measurement is that it is a successful enabler in overcoming internal issues such as artificial "glass ceilings." The fundamental factors that contribute to the success of this methodology is that this method measures **job-related factors exclusively**, independent of incumbent characteristics, current salary, or other non-job content factors.

Hay Guide Chart® - Profile Method of Job Evaluation:

The fundamental factors measured by this process are Know-How, Problem Solving, and Accountability.

- **Know-How** – The total of every kind of knowledge and skill required for acceptable job performance, measured in three dimensions:
 - 1) Practical, technical, specialized knowledge;
 - 2) Managerial, supervisory skills; and
 - 3) Human Relations skills.
- **Problem-Solving** – The intensity of the mental process which employs Know-How to identify, define and resolve problems measured in two dimensions:
 - 1) Thinking environment; and
 - 2) Thinking challenge.

**Phase I:
Job Analysis and Job
Evaluation (cont'd)**

- **Accountability** – The effect of the job on end results, measured in three dimensions:
 - 1) Freedom to act;
 - 2) Type of job impact on end results; and
 - 3) Magnitude of job impact on end results.

There are several options available to the County for doing this step. These include:

- Forming a Job Evaluation Committee or leveraging your Classification Review Committee, which Hay Group will then train in the methodology and lead as it evaluates the content of all positions.
- Having Hay Group evaluate all positions.

We recommend the second option to at once maintain “independence” and rely on the credibility that the expertise of Hay Group will bring to this process. Upon completion of the evaluations, we will provide an overview of the process to County leadership and ask that the County validate our work. We can discuss training the Committee at a later date.

Step 5: Developing a Classification and Job Evaluation Plan

In this step we will bring together all the work completed in the previous steps by preparing a Classification and Job Evaluation Plan. A first draft of the classification plan with employee allocation to classifications will be presented to the County to discuss individual classifications and specific *employee classification assignments*. Through our internal analysis, we will identify any potential issues and trends such as inappropriate internal pay differentials, incorrect classifications, etc. In addition, issues such as the appropriate job titles, FLSA status and ADA essential function requirements can also be addressed.

By the conclusion of this step, the County will have jobs described and documented based on current job content, jobs evaluated and ranked based on measured job content and employees classified based on current job duties. An interim report setting out the results of this Phase I process will be prepared and submitted for feedback and approval.

**Phase II:
Compensation**

The focus of this phase will be on examining the current compensation policies and practices relative to selected external labor markets. Its goal is to support the County's ability to attract, retain, and reward the quantity and quality of its employees.

Step 1: Developing a Compensation Philosophy

The first important step in this phase will be to develop a compensation philosophy. Such a statement sets the framework within which all compensation decisions will be made. It is the link between the County's mission, vision, values and goals and the County's human resources goals. To develop this statement, Hay will meet with the Commissioners and other relevant County leadership in a workshop setting.

Step 2: Identifying Comparator Markets

Hay Group recommends that the County take this opportunity to review the definition and constituency of its comparator markets. This will be done through a two-hour workshop entitled "*Definition of our External Market – Issues to Consider.*" We have found this to be a very powerful way in which to get buy-in to the definition at the *front-end* of the process, rather than at the back-end when the data has already been collected.

In this workshop we will discuss which organizations are *currently used* by the County as its comparator market and contrast them with those that *should be used* as comparator markets. We will examine the pros and cons of various organizations being considered and the County's recruitment and retention strategies. Concurrent with this session, we will also agree on the benchmark positions to be used for survey purposes.

**Phase II:
Compensation (cont'd)**

Step 3: Collecting and Analyzing Current Salaries

We will collect current base salary information from the County for each incumbent in the study. Based on the outputs from Phase I, we will statistically analyze the following:

- Relationship between pay and job content;
- Relationship between actual pay and stated current policies;
- Relationship between pay and other factors such as tenure; and
- Within County and inter-department pay practice for the same jobs.

Step 4: Collecting and Analyzing Market Data

Concurrent with the above, we will proceed with the compensation data gathering. This will be done by utilizing three sources: data already held by the County, data already held by Hay Group, and a custom survey (a specifically designed survey instrument distributed to selected organizations as identified in *Step 2* above).

Hay Group will compile and analyze the market data against the County's current compensation policies and practices to determine the level of competitiveness against external markets. Hay Group will then prepare compensation recommendations, taking into consideration philosophy, internal equity and external competitiveness.

**Phase III:
Recommendations,
Reporting and
Implementation**

Step 1: Recommendations and Reporting

Hay Group will prepare a preliminary review summarizing all project steps, findings, and recommendations for the County. Specifically, issues covered in the review will be:

- The results of the job analysis and job evaluation process;
- Analysis of internal equity;
- Analysis of external competitiveness;
- A listing of the benchmark positions surveyed;

**Phase III:
Recommendations,
Reporting and
Implementation (cont'd)**

- A listing of the comparator markets used for the survey and for use with future surveys;
- Recommended compensation for each classification based on the County's current 14-step model;
- Determining an individual's salary placement and movement in the salary structure;
- Hay Group's observations on the current structure and guidelines for compensation plan administration and keeping the plan current and dynamic (utilizing software where appropriate); and
- Guidelines on how to communicate the structure and plan to managers and employees and other stakeholders.

This preliminary report will be presented to the County for review and feedback. Hay Group will incorporate input from this review into the final written report. The final written report will communicate relevant findings and implementation issues, review project objectives, methodology, and discuss recommendations and ongoing program maintenance.

As part of this step we will also discuss with you the extent to which you will require an "appeals" process. If necessary, we will prepare and send to the employees a *Request for Review* form. We prefer to use this terminology because *appeals* has both "legal" and "confrontational" connotations. *Requests for Review* will be handled by Hay Group and the results communicated to the employees.

Step 2: Transition and Implementation Planning

Following Step 1 of this Phase, we will map out with the County an implementation plan and timetable to enable the adopted recommendations to be communicated to employees and implemented. Included in this step will be:

- Guidelines for classification, job evaluation and compensation plan administration and keeping the plan current and flexible to meet the changing business needs of the County;

- The process by which employees will be communicated the results, both collectively and individually; and
- An estimated timeline for plan rollout.

Timeline

Because we generally undertake both Classification and Compensation studies concurrently, and because some of the phases and steps overlap for efficiency, only one timeline is presented in this proposal.

Our experience indicates that a 5-6 month timetable is appropriate for Classification and Compensation Studies of the type and scope described in this proposal.

An estimated timeline for the three Phases of this project is shown below (a mid-March start is assumed). We will discuss the project timetable with you and refine it at the initial planning meeting.

	March	April	May	June	July	August
Phase I: Job Analysis and Job Evaluation						
Step 1: Project Planning, Communication and Management						
Step 2: Gathering Data						
Step 3: Capturing and Analyzing Current Job Content						
Step 4: Analyzing and Measuring Job Content						
Step 5: Developing a Classification and Job Evaluation Plan						
Phase II: Compensation						
Step 1: Developing a Compensation Philosophy						
Step 2: Identifying Comparator Markets						
Step 3: Collecting and Analyzing Current Salaries						
Step 4: Collecting and Analyzing Market Data						
Phase III: Recommendations, Reporting and Implementation						
Step 1: Recommendations and Reporting (includes any Requests for Review)						
Step 2: Transition and Implementation						

III. Management Proposal

Description of Firm

Mission. Hay Group is a professional services firm that helps organizations get the most from their people by creating clarity, capability, and commitment. Our understanding of these important issues is built on years of research into motivation and performance, the design of jobs and work, and the development of effective and defensible reward programs.

Expertise. A research-driven firm, all Hay Group's work is supported by proven methodologies and global knowledge databases and is based on over 60 years of specific, documented evidence that people, not strategies, drive long-term positive results. Our areas of expertise include:

- **Compensation Design:** Establishing compensation and benefits programs and policies that are economically sound, internally equitable, externally sensitive and competitive, and motivating to employees. Reward programs include executive compensation, team-based pay, pay for competencies, pay for quality, broadbanding, small group incentives, and gainsharing, as well as more traditional merit increase and salary administration programs as appropriate for the organization.
- **Organization Effectiveness:** Organizing jobs, people and resources to increase efficiency and meet the demands of emerging technologies and the changing marketplace. Hay helps clients to ensure that strategies and objectives are reflected in the organizational structure; communicated effectively throughout the organization; embraced by management; and supported by the organization's internal culture through programs that are flexible enough to adapt to change.
- **Performance Management:** Introducing methods to analyze and measure both organization and individual performance including the results achieved, as well as how the results were achieved and how closely those results tie into the organization's overall strategy and objectives.

Business Locations***Headquarters***

Hay Group
 100 Penn Square East
 The Wanamaker Building
 Philadelphia, PA 19107
 215.861.2000

Office Dedicated to this Assignment

Hay Group
 101 Ygnacio Valley Road, Suite 250
 Walnut Creek, CA 94596
 925.279.3700

History

The firm was founded by Edward N. Hay in 1943. Hay is in its 62nd year of continual operation, the longest among major human resources consulting firms. Hay is licensed to do business in all 50 states.

Employees

We currently have 75 offices in 39 countries around the world, staffed by more than 2,000 full-time consultants and support staff.

Names of Principals

Chris Matthews – Chief Executive Officer
 Stephen Kaye – Chief Financial Officer
 Lois Barker – Vice President and Chief Administrative Officer
 Gene Bauer – Vice President, U.S. Operations
 Garry Teesdale – Vice President, Western Region

There have been no changes in ownership or corporate officers within the past ten years and no changes are anticipated; Hay Group's organizational structure has been in place for the last 15-plus years. Hay Group is ultimately owned by a group of employees and we see no significant changes to this structure over the foreseeable future.

Ability and Commitment of the Firm to this Project

Our size and experience ensures that you will not be dependent on one consultant or on sub-contractors. While it is our intention to resource this project out of our Western Region offices, we will utilize whatever U.S.-wide resources are appropriate to ensure that the County gets the high value-added expertise and deliverables that it expects; we will assemble the depth and breadth of creative resources necessary to tackle the project as planned.

Insurance Coverages

General Liability - \$1 million each occurrence
Professional Liability - \$5 million
Worker's Compensation - \$1 million each accident

Subcontractors

We intend to staff this assignment exclusively with Hay Group resources.

Project Team

In assembling the project team for this assignment, Hay Group has blended a mix of professionals who have both a deep and broad understanding of classification and compensation issues and an understanding of the nature of roles in public sector organizations. Our team includes:

Neville Kenning* Client Relationship Manager and
Project Director

Ron Keimach* Senior Consultant and Project Manager

Brenda Agars Consultant

Samantha Piell Associate Consultant

* *Authorized to execute a contract*

Resumes of qualifications for each team member, including team assignment, extent of participation in the project (in terms of task assignment), relevant experience, and office location with main telephone number are provided in the *Appendix*.

Client References and capsule summaries of relevant work are also included in the *Appendix*.

Litigation

Over the past three years, there have been no judgments rendered against Hay Group. Over the same time period, there has been one litigated issue involving a client of Hay Group; the matter was settled amicably and confidentially.

Associations with Franklin County

Neither Hay Group nor anyone associated with Hay Group has been a Franklin County employee within the last three years. Also, neither Hay Group anyone associated with Hay Group has contracted with Franklin County within the last three years.

IV. Cost Proposal

Professional Fees and Expenses

Professional fees are based on our best estimate of the time and level of consultant required to deliver the high quality, value-added results you expect. It is the practice of Hay Group to quote for work in the Public Sector on an all-inclusive (i.e., including project expenses), not-to-exceed basis for the entire project to ensure that a mutual accountability is established and that Franklin County receives the deliverables it expects within a fixed amount.

Total professional fees and expenses are shown below, by phase.

<u>Component</u>	<u>Maximum Fees</u>
Phase I – Job Analysis and Job Evaluation <i>Includes project planning, PDQs, and Job Measurement</i>	\$39,000
Phase II – Compensation <i>Includes compensation philosophy, custom survey, and analysis</i>	\$26,000
Phase III – Recommendations, Reporting and Implementation <i>Includes grade and salary structure and any Requests for Review</i>	\$27,000
<hr/>	
Summary	
Total all-inclusive fees and expenses	\$92,000

Project Days

Daily rates are not applicable in our work nor are they quoted; we expect the approximate number of project days by consultant as follows (note that not all days are on-site at the County):

Neville Kenning	5 days
Ron Keimach	12 days
Brenda Agars	10 days
Samantha Piell	15 days

Invoicing Schedule and Scope of Work

We agree on an invoicing schedule at our initial planning meeting. Should you request and authorize the scope of the project be reduced or expanded, we will discuss this with you in advance and modify the project fees, in writing, accordingly.

Investment Analysis

In assessing this level of investment needed, we stress that this project will add significant value to the County. The value of clearly understanding and modifying the County's Compensation strategy relative to the competitive market will pay long-term dividends.

To understand the value of the investment, let's work through the following assumptions:

1. Number of employees in this study: 250
2. Estimated salary only/employee: \$40,000*
3. Estimated Salary Only Payroll:
\$10,000,000
4. Assumed misalignment of classification and compensation by *one grade* that is likely to exist due to time lapse since the last review: 15% of employees with a 10% difference between grade midpoints.*
5. Estimated misallocation of *just salary each year*, which then gets compounded annually (for just the employees in this study):
\$150,000 (\$10 million x 15% x 10%)

** Hay Group assumption*

Investment Summary

All told, the County's investment in this project is *less than 1%* of the annual salary cost (based on the employees in the study) and will *pay for itself* in less than one year.

Appendix – Consultant Biographies

Neville B. Kenning

Project Team Role and Office Location

Neville Kenning will serve as Client Relationship Manager and Project Director and be involved in all aspects of the project.

Mr. Kenning works from Hay Group's Los Angeles Office:
915 Wilshire Avenue, Suite 1910
Los Angeles, CA 90017
213.892.7000

Professional Expertise

Mr. Kenning is a Senior Consultant with the Hay Group. He is one of Hay's leading *Client Relationship Managers and multi-discipline Project Managers*. He has over 20 years of consulting experience and during that time, Neville has consulted to companies in a wide range of industries, including the Public Sector, Insurance, Utilities, Oil & Gas, Building Services, Food and Beverage, Airlines and Transportation. Currently, he has National responsibility for leading the delivery of consulting services to State Governments, State Workers' Compensation Funds and is Regional Director, Utility Consulting. Fields of expertise include work measurement, base salary design and implementation, management, executive, workforce and sales incentive design and implementation, job family and career path design, organization analysis and design. In addition to his time in the Los Angeles office, Mr. Kenning worked for Hay New Zealand where he held the position of Senior Principal and Director of the compensation practice. He was responsible for the delivery of consulting services to the Public Sector, the Financial Services Sector (including Banks and Insurance Companies) and a variety of other industries.

Previous Experience

Prior to joining Hay, Mr. Kenning's key executive management experience included heading the Compensation and Benefits function for Air New Zealand (8,000 employees) with responsibility for compensation and benefits company-wide, and Corporate Services Manager with the Power New Zealand, New Zealand's second largest electrical utility. This position had responsibility for the functions of personnel, training, employee welfare and work methods and systems.

Prior to that, Mr. Kenning spent seven years with the National Mutual Group, an international insurance company based in Melbourne, Australia. This experience included four years as management advisor, a role which focused on assisting executives to plan, control and manage more effectively.

Neville B. Kenning (cont'd)**Education/Professional
Affiliations**

Mr. Kenning holds a Bachelor's Degree in Commerce and Business Administration from the Victoria University of Wellington, New Zealand.

Mr. Kenning is a frequent speaker at National Conventions, including the National Association of State Personnel Executives, National Rural Electric Cooperative Human Resources Managers Conference, AASCIF Human Resources and Information Technology Managers Conferences, IPMA International Conference.

Relevant Project Work

While with Hay, Mr. Kenning has consulted to organizations in executive and incentive compensation, organization analysis and structure, job measurement and base compensation, severance payments and sales compensation. A representative list of his clients include:

Air New Zealand	New Zealand Milk Products
Alameda Corridor Transportation	Norgren
Arizona Electric Power Cooperative	North Orange Co. Community College Dist.
Beacon Mutual Insurance Company	Pascua Yaqui Tribe of Arizona
Boeing Corporation -- Rocketdyne Division	Phoenix Transit System
Boral Industries	Pinal County
BHP	Qantas Airways
Central Area Data Processing	Rancho Santiago Community College District
Central Pacific Bank	SCT
Cerritos Community College District	San Diego Community College District
Chaffey College	San Diego County Employees Retirement Assn.
City of Long Beach	Santa Clara County
City of Santa Monica	Santa Fe Community College
Coconino County	Santa Rosa Junior College
County of Orange	Sioux Valley Electric Cooperative
Employers Insurance Co. of Nevada	Southern California Regional Rail Authority
Gila County	Standard Insurance Company
Golden Cheese Company	State Bar of Arizona
Hudson RCI	State of Alabama
Injured Workers Insurance Fund	State of Delaware
Interamerican Group	State of Idaho
LG&E Power Systems Inc.	State of Louisiana
Long Beach Water Department	State of Mississippi
Louisiana Workers Compensation Corp.	State of New Hampshire
Maricopa County	State of New Mexico
Maui Land & Pineapple Company	State of Oklahoma
Meadow Valley Corporation	State of South Carolina
Metropolitan Water District	Sulphur Springs Valley Electric Coop.
MiraCosta Community College Dist.	Texas Workers' Compensation Fund
Missouri Employers Mutual Insurance	Toyota Motor Sales
Mohave Electric Cooperative	Tri-States G&T Association
Montana State Fund	Unified Sewerage Agency
Mount San Antonio Community College	Unocal Corporation
Navajo County	Washoe County
New Zealand Consulate	Workers Compensation Fund of Utah
New Zealand Defence Force	Yamaha Motor Corporation
New Zealand Embassy	Yuma County

Ronald T. Keimach**Project Team Role and
Office Location**

Ron Keimach will serve as project manager for this assignment. He will lead the classification and compensation components of the project.

Mr. Keimach works from Hay Group's San Francisco Metro Office:

101 Ygnacio Valley Road, Suite 250
Walnut Creek, CA 94520
925.279.3707

Professional Expertise

Mr. Keimach is a Senior Consultant with Hay Group. Over his 20+ year career, he has performed consulting services and held project management responsibilities for a wide variety of public and private sector clients, including the State of California, the University of California, California ISO, CalPERS, CalSTRS, Washoe County, Toyota Motor Sales, Pacific Maritime Association, Boyd Gaming, The Writer's Guild, UNOCAL, Santa Rosa Junior College, and Alexander & Baldwin. He has helped implement job measurement, compensation planning, and cultural change initiatives for public sector clients (government and education organizations), for technology clients (California ISO, NCR, BAE Systems), for food industry clients (Nancy's Specialty Foods, Foster Farms), and for manufacturing, financial services organizations and law firms. Mr. Keimach has significant experience in compensation planning and implementation (base, variable, and total remuneration), job evaluation, program communication, organization design, change, and effectiveness, and compensation and benefits survey marketing and analysis.

Previous Experience

Prior to re-joining Hay Group, Mr. Keimach was Director, Schwab Global Incentives at Charles Schwab & Company in San Francisco. Previously, he held senior consultant and project manager roles at Watson Wyatt Worldwide and was with Matson Navigation Company in marketing, sales, operations, and finance roles. He has also held marketing and operations positions with Well Fargo Bank, the Santa Fe Railway, and with the State of California.

**Education/Professional
Affiliations**

Mr. Keimach holds a master's degree from Northwestern University (the Kellogg School) with emphases in management policy and marketing, and a bachelor's degree from the University of California at Berkeley with emphases in econometrics and public policy. He is a member of WorldatWork and holds the Certified Compensation Professional (CCP) designation. He is also on the teaching faculty at the University of California.

HayGroup

Brenda Agars**Project Team Role and Office Location**

Brenda Agars will serve as a job evaluator and data analyst.

Ms. Agars works from Hay Group's Los Angeles Office:
915 Wilshire Avenue, Suite 1910
Los Angeles, CA 90017
213.892.7000

Professional Expertise

Ms. Agars is a Consultant in the Los Angeles office of the Hay Group. In this role, she provides support to the Hay Group's Organizational Effectiveness and Management Development (OEMD) and Reward practices. Since joining Hay Group, Brenda had demonstrated proficiency in consulting projects requiring, job evaluation, reward strategy, base pay design, career progression, and leadership program design and development.

Previous Experience

Prior to joining the Hay Group, Ms. Agars worked in the Office of Planning Evaluation & Institutional Research for the University of Tennessee, Chattanooga. In that role, she coordinated, planned, and facilitated focus groups for an Institutional Effectiveness Study. She also analyzed surveys and institutional documents using both quantitative and qualitative methods. In addition to public sector work, Ms. Agars has provided consulting services to the private sector in the areas of training and organizational development including McKee Foods Incorporated and Snelling.

**Education/
Professional
Affiliations**

Ms. Agars received a M. S. in Industrial/Organizational Psychology from the University of Tennessee, Chattanooga. She is also a Member of Society of Industrial Organizational Psychology.

Relevant Project Work

Projects include job content and organizational values data gathering strategies, job evaluation, internal analysis, job classification and consolidation, market analysis, pay structure strategies and design, and outside directors compensation pay analysis.

Client project work includes: Boyd Gaming Corporation, Grand Casino Couchatta, Southern Ute Indian Tribe, Save Mart Supermarkets, The Nautilus Group, Southwest Gas, Stewart and Stevenson, AASCIF, Santa Catalina Island Company, Catalina Island Conservancy, Make a Wish Foundation, State Bar of Arizona, City of Santa Monica, Santa Monica College, Rancho Santiago Community College District, Kern Community College District, San Diego County Employees Retirement Association, County of Orange, and the State of Alabama.

HayGroup

Samantha Piell**Project Team Role and
Office Location**

Samantha Piell will serve as a job evaluator and data analyst and lead the compensation survey component of the project.

Ms. Piell works from Hay Group's San Francisco Metro Office:
101 Ygnacio Valley Road, Suite 250
Walnut Creek, CA 94520
925.279.3707

Professional Expertise

Ms. Piell is an Associate Consultant with Hay Group. In this role, she provides support to Hay Group's Rewards practice, assisting in projects to help clients maximize the value that total rewards programs bring to their organization.

Previous Experience

Prior to joining Hay Group, Ms. Piell was part of the compensation team at Electronic Arts. In that role, she was responsible for leading a review and reclassification of all jobs, ensuring that they were placed accurately into EA's job family structure. Prior to that, Ms. Piell interned with the HR organizations of Hallmark Cards, Inc. and Target Corporation. Some of her projects with these organizations included creating a resource to capture and analyze the total cost of Hallmark's benefit plans, constructing guidelines and communicating a new flexible workforce option, and performing a competitive study on implementing spot bonuses in the retail sector

**Education/
Professional
Affiliations**

Ms. Piell earned a B.S. in Psychology from the University of Illinois, Champaign-Urbana. She received a Master's in Human Resources and Industrial Relations from the University of Minnesota. During her academic career, Ms. Piell spent time living in Spain and The Netherlands, where she studied Language, Art and Business.

Appendix – References

Client References

Organizations for whom we have recently performed or are currently performing comprehensive classification and compensation projects similar to that which the County seeks are shown below (along with a capsule summary of the work). In addition, these projects have been conducted under the leadership of Neville Kenning, the Project Director for the proposed work with Franklin County.

County of Orange – Since 1999, Hay Group has worked with the County on a variety of classification, compensation and human resources effectiveness projects.

Ms. Patty Cahill
Special Projects Manager
(714) 834-4403

Washoe County - Hay Group has worked with Washoe County over the past five years on the design and implementation of a comprehensive classification and compensation plan.

Ms. Joanne Ray
Human Resources Director
(775) 328-2089

Kootenai County – Hay Group works with the County on its comprehensive classification and compensation program, a project which began in August, 2003.

Ms. Angela Shanklin
Human Resources Specialist
(208) 446-1642

Client References (*cont'd*)

Yellowstone County – Hay Group has partnered with Yellowstone County on a comprehensive classification and compensation study.

Mr. Dwight Vignes
Director of Human Resources
(406) 256-2705

City of Santa Monica – Over the past five years, Hay Group has assisted the City on a number of classification and compensation projects such as the top 55 positions, all Information Technology positions, and all nonexempt positions.

Ms. Karen Bancroft
Personnel Director
(310) 458-8940

Client References (cont'd)

Other public sector clients for whom we have performed classification and compensation studies include:

Cities/Counties

City of Long Beach
 City of Los Angeles
 City of Santa Monica
 City of Sunnyvale
 Arlington County
 Chester County
 Coconino County
 Cook County
 County of Los Angeles
 County of Midland
 County of Orange
 County of Saginaw
 County of Santa Clara
 DuPage County
 Gila County
 Johnson County
 Kootenai County
 Maricopa County
 Navajo County
 Pinal County
 Prince William County
 Santa Clara County
 Washoe County
 Yellowstone County
 Yuma County

States

State of Alabama
 State of Delaware
 State of Idaho
 State of Louisiana
 State of Maine
 State of Minnesota
 State of Mississippi
 State of Missouri
 State of New Hampshire
 State of New Mexico
 State of Oklahoma
 State of Oregon
 State of South Carolina

Community College Districts

Albuquerque Technical Vocational Institute
 Cerritos Community College District
 Chaffey College
 El Camino College
 Kern Community College District
 MiraCosta Community College District
 Mount San Antonio Community College
 North Orange County Community College District
 Rancho Santiago Community College District
 San Diego Community College District
 Santa Fe Community College
 Santa Monica College
 Santa Rosa Junior College
 South Orange County Community College District
 Victor Valley Community College District

Others

Alameda Corridor Transportation Authority
 Arizona Superior Court in Pima County
 ATC Transit
 Long Beach Water Department
 Metropolitan Transit Authority
 Metropolitan Water District
 Northwest Regional Educational Laboratory
 Port of Long Beach
 San Diego County Employees Retirement Assn.
 Southeastern Pennsylvania Transportation Authority
 Southern California Regional Rail Authority

2006 249

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES CONTRACT BETWEEN FRANKLIN COUNTY
AND FRANKLIN COUNTY HISTORICAL SOCIETY TO PLAN,
ORGANIZE AND HOST THE RE-DEDICATION CEREMONY AND OPEN
HOUSE FOR THE FRANKLIN COUNTY COURTHOUSE MAY 15-19, 2006**

WHEREAS, the Board of County Commissioners desires to contract with the Franklin County Historical Society to plan, organize and host the Re-dedication Ceremony and Open House for the Franklin County Courthouse May 15-19, 2006, with the cost not to exceed \$18,000, without prior written approval by the Franklin County Board of Commissioners; 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 Personal Services Contract between Franklin County and the Franklin County Historical Society to plan, organize and host the Re-dedication Ceremony and Open House for the Franklin County Courthouse May 15-19, 2006, with the cost not to exceed \$18,000, without prior written approval by the Franklin County Board of Commissioners.

APPROVED this 10th day of May 2006.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

Originals: Auditor
Minutes
Franklin County Historical Society

cc: County Administrator

2006 249

PROFESSIONAL SERVICES CONTRACT**FRANKLIN COUNTY/ FRANKLIN COUNTY HISTORICAL SOCIETY**

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 Franklin County Historical Society, with its principal offices at 305 N. Fourth Avenue, Pasco, WA 99301, hereinafter "**CONSULTANT**."

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. The CONSULTANT will plan, organize and host the Re-dedication Ceremony and Open House for the Franklin County Courthouse May 15-19, 2006.

2. **SERVICES PROVIDED BY THE CONSULTANT**

The CONSULTANT shall perform the following services: See attached Scope of Work, Exhibit "A."

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

b. The CONSULTANT 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 CONSULTANT shall perform according to standard industry practice of the work specified by this Contract.

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

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

3. **SERVICES PROVIDED BY THE COUNTY**

2006 249

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

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

4. **CONTRACT REPRESENTATIVES**

a. For *CONSULTANT*: Franklin County Historical Society

Name of Representative: Jacque Sonderman

Title: Director

Mailing Address: 305 N. Fourth Avenue

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 547-3714

Fax Number: (509) 545-2168

E-Mail Address: museum@FranklinCountyHistoricalSociety.org

b. For *COUNTY*:

Name of Representative: Fred H. Bowen

Title: Franklin County Administrator

Mailing Address: 1016 N. Fourth Avenue

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 545-3578

Fax Number: (509) 545-3573

E-Mail Address: fbowen@co.franklin.wa.us

2006 249

5. COMPENSATION

a. For the services performed hereunder, the CONSULTANT 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 CONSULTANT under this Contract shall not exceed \$18,000.00, without prior written approval by the Franklin County Board of Commissioners.

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

c. The CONSULTANT 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 CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT 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 CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

2006 249

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 CONSULTANT 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 CONSULTANT'S acts, errors or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, sub-CONSULTANT, contractor, 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 sub-CONSULTANT 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 sub-CONSULTANT or agent performing work hereunder.

c. The CONSULTANT'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 CONSULTANT, the CONSULTANT'S employees, agents or sub-CONSULTANTS.

8. **INSURANCE**

a. **Professional Legal Liability:**

The CONSULTANT, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the

2006 249

scope of the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT has contact with the public arising out of the scope of the CONSULTANT'S services defined in this Contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall maintain automobile liability insurance as follows:

_____ The CONSULTANT 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 -

_____ The CONSULTANT 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 CONSULTANT will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

 X Not Applicable.

e. **Other Insurance Provisions:**

f. The CONSULTANT'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.

g. Where such coverage is required, the CONSULTANT'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.

h. Where such coverage is required, the CONSULTANT'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.

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

j. The CONSULTANT'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.

k. The CONSULTANT shall include all sub-CONSULTANTS as insured under its policies or shall furnish separate certificates and endorsements for each sub-CONSULTANT. All coverage for sub-CONSULTANTS shall be subject to all of the requirements stated herein.

l. 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.

m. The CONSULTANT 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 CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

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

The CONSULTANT 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.

2006 249

o. The CONSULTANT 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.-

p. The CONSULTANT 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.

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

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

ATTN: Fred H. Bowen
Franklin County Administrator
1016 North Fourth Avenue
Pasco, Washington 99301

s. The CONSULTANT 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 CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT 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 CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

2006 249

c. If the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S breach.

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

a. The CONSULTANT shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT**

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

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT 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 CONSULTANT shall have and maintain complete responsibility and control over all of its sub-CONSULTANTS, employees, agents, and representatives. No sub-CONSULTANT, employee, agent, or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

2006 249

d. The CONSULTANT 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 CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONSULTANT 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 CONSULTANT 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 CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

The CONSULTANT, its assignees, delegates or sub-CONSULTANTS 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**

a. 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 CONSULTANT for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefore to the extent such use is agreed to in writing by the CONSULTANT.

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.

2006 249

17. DISPUTES

Difference between the CONSULTANT 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 CONSULTANT 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

a. 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.

2006 249

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 10 day of May, 2006.

CONSULTANT:

Firm: Franklin County Historical Museum

By: Jacque Sonderman

Signature: Jacque Sonderman

Title: Director

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chair

Robert E. Koeh
Robert E. Koeh, Chair Pro Tem

Frank H. Brock
Frank H. Brock, Member

ATTEST BY:

May Wither
Clerk of the Board

2006 249

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ FRANKLIN COUNTY HISTORICAL SOCIETY

SERVICES PROVIDED BY THE PARTIES

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

The Historical Society will design the invitation; plan the VIP reception, including beverages, food, music and decorations; organize the re-dedication ceremony and host public tours on May 15, 16, 18 and 19, 2006 from 2:00 p.m. – 6 p.m. The Re-Dedication Ceremony and VIP Reception will be held May 17, 2006.

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):

- a. Provide Courthouse to the CONSULTANT for Public Tours and Re-dedication ceremony.
- b. Provide Franklin County employees to be stationed in each department during the public tours.

EXHIBIT "B"

2006 249

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ FRANKLIN COUNTY HISTORICAL SOCIETY

COMPENSATION

1. The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed \$18,000, without prior written approval by the Franklin County Board of Commissioners.

2006 249

**PROFESSIONAL SERVICES CONTRACT
REQUIRED INSURANCE PROVISIONS MATRIX**

TYPE OF COVERAGE	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability	If CONSULTANT 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.	1. If less than \$25,000.00, the limit is \$500,000.00. 2. If between \$25,000.00 and \$1,000,000.00, the limit is \$1,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$2,000,000.00. 4. If greater than \$5,000,000.00 the limit is set by Risk Management Division.	1. If less than \$25,000.00, the limit is \$1,000,000.00. 2. If between \$25,000.00 and \$1,000,000.00 the limit is \$2,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$5,000,000.00. 4. If greater than \$5,000,000.00, the limit is set by Risk Mgt. Division.
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

2006 249

Page 2 of 2

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
PROFESSIONS:	PROFESSIONAL LIABILITY
ACCOUNTANTS	\$1,000,000
ARCHITECTS	1,000,000
ATTORNEYS	1,000,000
CONSULTANTS	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 CONSULTANTS	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 CONSULTANT/OPERATOR	

94

502470

VOL 379 PG 515

RECORDED

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

502470

502470

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of \$200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due

EXHIBIT 5

May 10, 2006

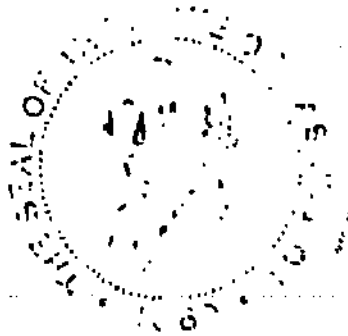
502470

VOL 329 PG 516

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975, under Application No. CR 3089 for an indefinite term.
3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935, under Application No. CR 1537 for an indefinite term.
4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990, under Application No. 48469 for an indefinite term.
5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982, under Application No. SR-1194 for an indefinite term.
6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987, under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties, dated February 28, 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 21st day
of SEPTEMBER, 1993



Mike J. Jensen
GOVERNOR
Attest: Donald R. Moring, ASSISTANT
SECRETARY OF STATE

Approved as to form this 20
day of July, 1993.
James E. Schwan
Assistant Attorney General

Deed No. 26448

State Record of Deeds, Volume 13, Page 160

App. No. 52852

c:\data\wpd\52852.qcd

Form 1860-9
(March 1968)
(formerly 4-1643)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL. 73
OF OFFICIAL RECORDS
PAGE REQUEST OF

Department of Natural Resources

SEP 24 3 05 AM '75

DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
HUGH GILKUM DEPUTY
MAIL TO:

State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

46-76-0011

Patent Number

May 10, 2006

EXHIBIT 5

73 PAGE 505

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

355-7

Washington 05347

T. 11 N., R. 33 E.,

Sec. 16, All.

T. 12 N., R. 33 E.,

Sec. 16, All;

Sec. 36, Lots 1 to 6, inclusive, and W $\frac{1}{2}$.

T. 13 N., R. 33 E.,

Sec. 16, All;

Sec. 36, All.

T. 14 N., R. 33 E.,

Sec. 16, All;

Sec. 36, All.

T. 13 N., R. 34 E.,

Sec. 16, All.

T. 14 N., R. 34 E.,

Sec. 16, All;

Sec. 36, All.

T. 13 N., R. 35 E.,

Sec. 16, All.

T. 14 N., R. 35 E.,

Sec. 16, All.

Sec. 36, All.

T. 13 N., R. 36 E.,

Sec. 16, Lots 1, 2, and 3, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$,
and SE $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 14 N., R. 36 E.,

Sec. 16, All;

Sec. 36, All.

Aggregating 41,428.65 acres;

46-76-0011

Patent Number

355417

Form 1860-10
(July 1975)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

State of Washington) ss
County of Thurston)

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September, A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

[SEAL]

By *Harold A. Berends*
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

73 PAGE 508

VOL

355417

355417

Form 1860-8
(July 1975)

Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of the Plat of Survey on July 9, 1920:

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington ss
County of Thurston

I, DONALD F. MCKAY, Records Officer for
BERT L. COLE, Commissioner of Public Lands of the
State of Washington and ex officio Administrator of
the Department of Natural Resources for the State
of Washington, do hereby certify that the foregoing
instrument is a true and correct copy of the origi-
nal thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed the seal of the Commissioner of Public
Lands, this 23rd day of September A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

TESTIMONY WHEREOF, the undersigned authorized officer of the
Bureau of Land Management, in accordance with the provisions
of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the
United States, caused these letters to be made Patent, and the
Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon
the TWENTY-SECOND day of AUGUST in the year
of our Lord one thousand nine hundred and SEVENTY-FIVE
and of the Independence of the United States the two hundredth.

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0012

GPO 355-014

73 PAGE 509

355417

-9-29 NE 1

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 10 day of February, 1975, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits accruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

App. No. CR 3089

80 PAGE 111

360350

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

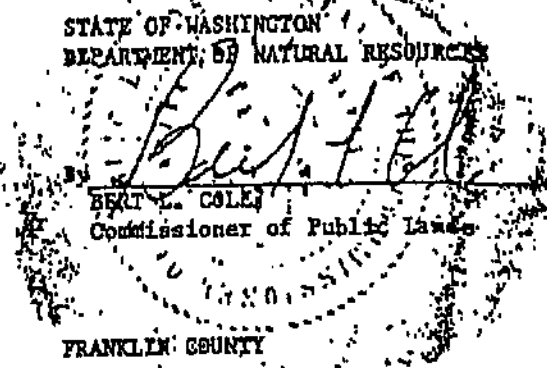
360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE 112
REQUESTED BY
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY GOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

App. No. CR 3089

VOL 80 PAGE 112

360350

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.



James Rogers
Bruce Whitmarsh
Mark R. Hornbaker
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360350

VA 80 PAGE 113

360350

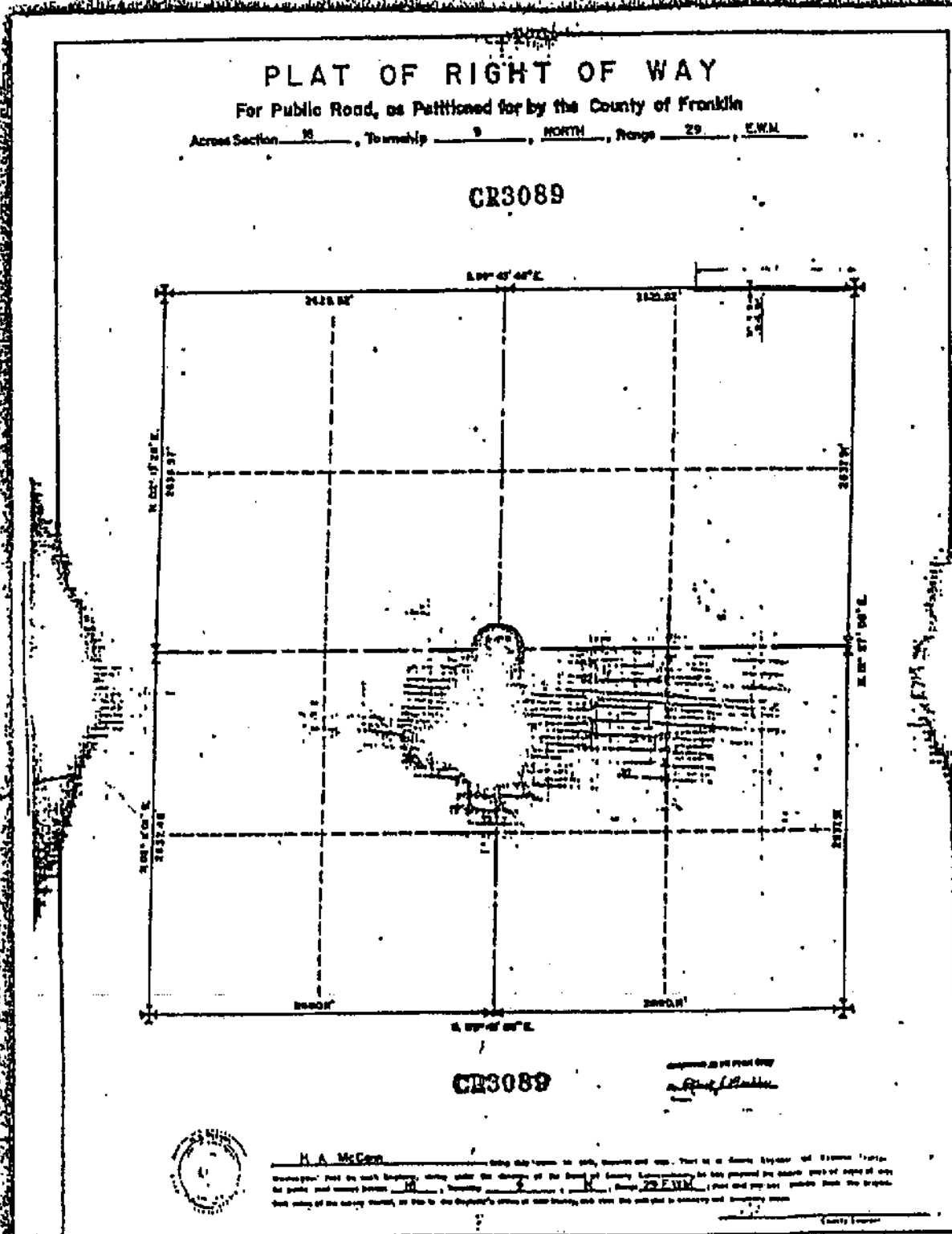


EXHIBIT A

360350

5/10/06 03 1A

416496

NO. C-82-085-RJM

LIS PENDENS - 1

Page 66 of 67

157991

41(24)

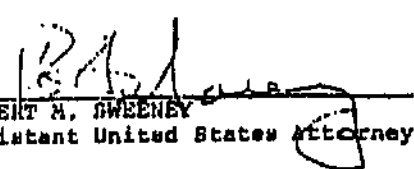
416896

1 interests (estates) and said lands are described and set forth
2 on Schedule B, attached hereto.

3 2. To determine a just and proper award and compensation
4 for said property, to determine the parties entitled to receive
5 such compensation, and to decree said property to be the
6 property of the United States; and for such other relief as to
7 the Court may seem proper in the premises.

8 DATED this 5th day of February, 1982.

9 JOHN E. LAMP
10 United States Attorney

11 
12 ROBERT M. SWEENEY
13 Assistant United States Attorney

14 Post Office Box 1494
15 Spokane, WA 99210-1494

16 Telephone: (509) 456-3811

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
LIS PENDENS - 2

FORM 88961
MAY 77

v. 157-992

416896

416896

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, (80 Stat. 931, 970) which transferred to and vested in the Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interstate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed and continued in effect by the Federal Highway Administrator pursuant to the authority delegated to him by the Secretary of Transportation and in accordance with Section 12(a) of the Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

Vol 157 Pgs 933

416896

SCHEDULE A

416806

RIGHTS TAKEN

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

- (1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.
- (2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.
- (3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

FAP# 1-182-3 (6) 110

Parcel No. 5-03231

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, W.11.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 531.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 400.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 67°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 789.57 feet to a point that bears South 0°33'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "A"; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 27°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 27°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

157 AC 934

416806

474776

ORL (23-9-29 SENE; 24-9-29 SWNW;
 16-9-29 NENE; SE NE; 7-9-29;
 12-9-29; 13-9-29; 18-9-29; 17-9-29;
 8-9-29

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0250, page 149-150; which deed has not been accepted by the City of Pasco, Grantee therein.

DATED this 17th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

K. Miller
 KEN MILLER, Chairman of the Board

Vol 0272 PAGE 536

474776

Harold Matthews
 HAROLD MATTHEWS, Commissioner

Neva J. Corkrum
 NEVA J. CORKRUM, Commissioner

ATTEST:

By Diane McLaughlin
 DIANE MCLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

By George Fearing
 George Fearing,
 Special Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
 County of Franklin)

On this day personally appeared before me, Ken Miller, Harold Matthews and Neva J. Corkrum, to me known to be the Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

Ken Miller
 Notary Public for Washington
 Residing at Porton Creek, WA
 Commission Expires: 6-24-94

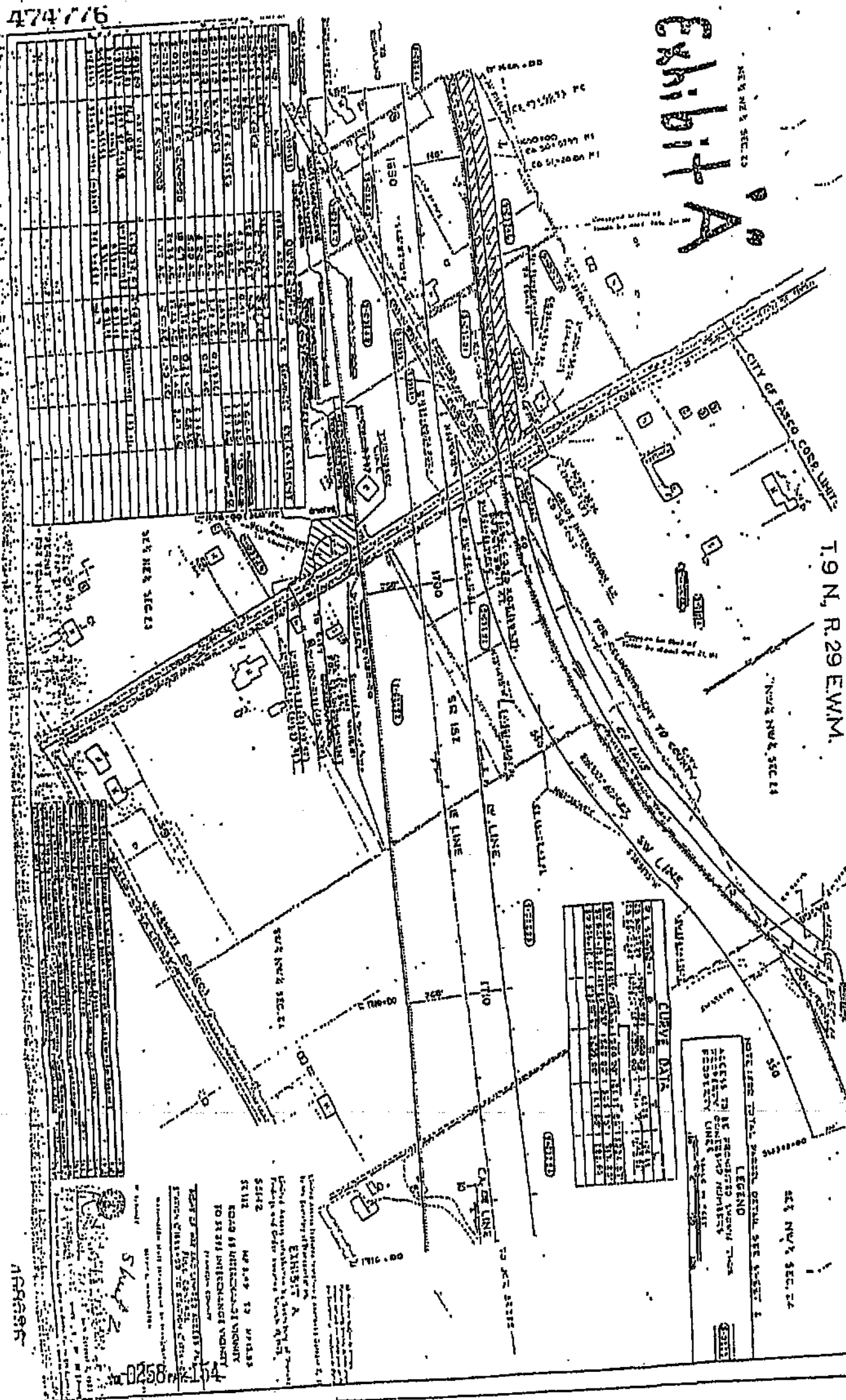
474776

George Fearing
 117 S. Third St
 99301

FRANK
 G. Fearing
 117 S. Third St
 99301

0272 PAGE 537

474776



0272 PAGE 538

474776

474776

CURVE DATA									
STATION	Δ	M	T	C	S	PC	PT	PI	EA
1+00.00	120.00	10.00	10.00	10.00	10.00	1+00.00	1+10.00	1+05.00	1+00.00
2+00.00	120.00	10.00	10.00	10.00	10.00	2+00.00	2+10.00	2+05.00	2+00.00
3+00.00	120.00	10.00	10.00	10.00	10.00	3+00.00	3+10.00	3+05.00	3+00.00
4+00.00	120.00	10.00	10.00	10.00	10.00	4+00.00	4+10.00	4+05.00	4+00.00
5+00.00	120.00	10.00	10.00	10.00	10.00	5+00.00	5+10.00	5+05.00	5+00.00
6+00.00	120.00	10.00	10.00	10.00	10.00	6+00.00	6+10.00	6+05.00	6+00.00
7+00.00	120.00	10.00	10.00	10.00	10.00	7+00.00	7+10.00	7+05.00	7+00.00
8+00.00	120.00	10.00	10.00	10.00	10.00	8+00.00	8+10.00	8+05.00	8+00.00
9+00.00	120.00	10.00	10.00	10.00	10.00	9+00.00	9+10.00	9+05.00	9+00.00
10+00.00	120.00	10.00	10.00	10.00	10.00	10+00.00	10+10.00	10+05.00	10+00.00

FOR A LINE PROPOSED TO BE
CONSTRUCTED TO THE
FOUR CORNERS OF THE
SECTION FROM THE
SECTION FROM THE
SECTION FROM THE
SECTION FROM THE

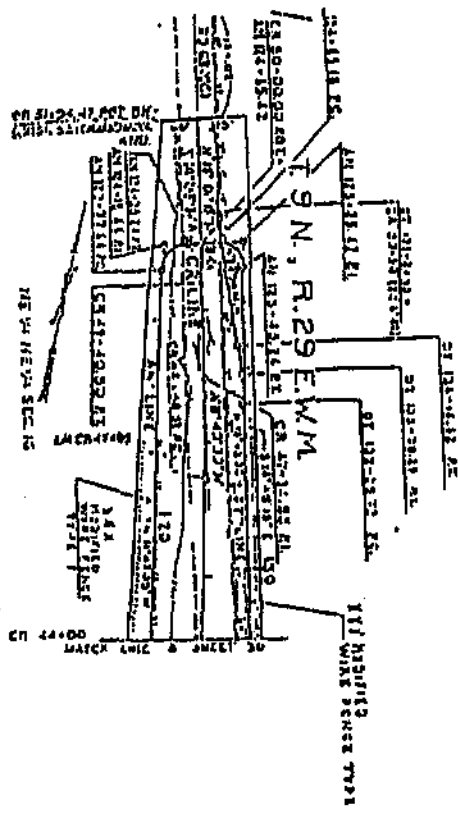
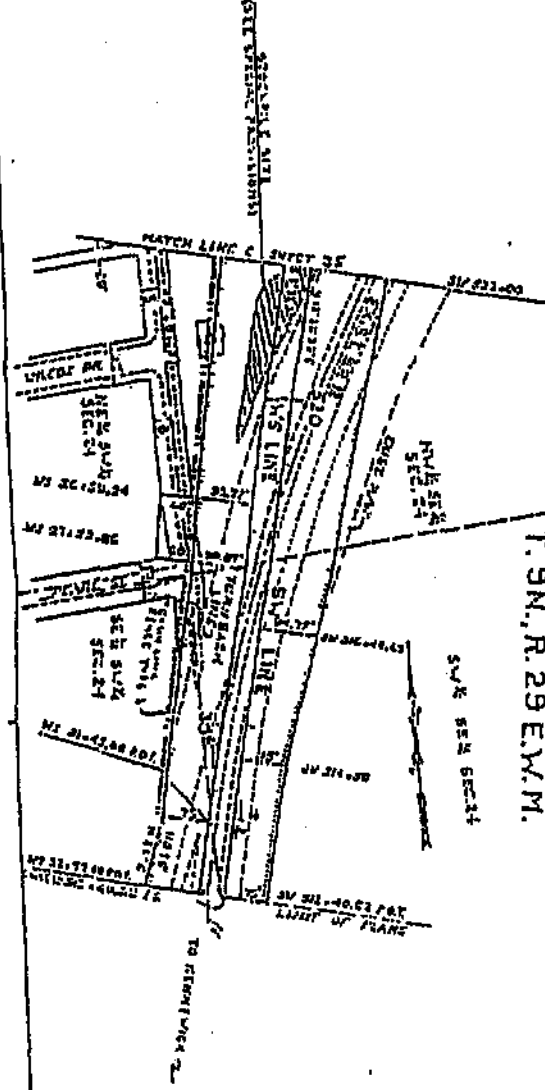


Exhibit "B"

T. 9N., R. 29 E. W.M.



T. 9N., R. 29 E. W.M.

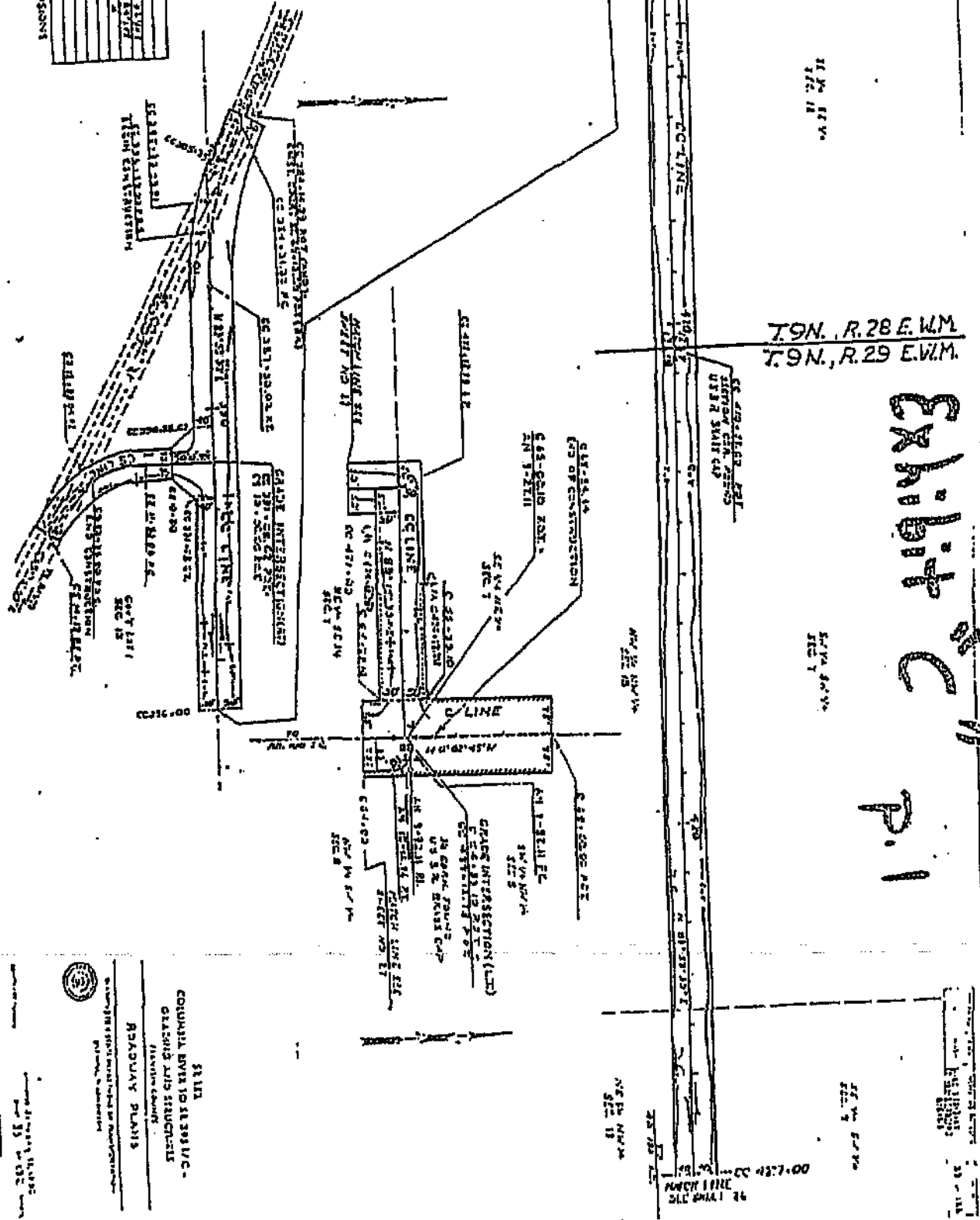
SE 1/4 SEC. 12

SECTION
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.

SECTION
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.
COLUMBIA RIVER TO 1000' C.

474776

8553501220

[illegible]

17. C + 1/2 X₂ = 3

VOL 0272 PAGE 540

474776

Scale 1" = 100'

LINE	STATION	BEARING	DISTANCE	COORDINATES
1	1430	S 182° E	1430	1430.00
2	1440	S 182° E	1440	1440.00
3	1450	S 182° E	1450	1450.00
4	1460	S 182° E	1460	1460.00
5	1470	S 182° E	1470	1470.00
6	1480	S 182° E	1480	1480.00
7	1490	S 182° E	1490	1490.00
8	1500	S 182° E	1500	1500.00
9	1510	S 182° E	1510	1510.00
10	1520	S 182° E	1520	1520.00

NEW 1/4 SEC. 12
FOR THE PURPOSE OF THE
FARM ROAD PROJECT THE
FARM ROAD SHALL BE
LOCATED AS SHOWN

Scale 1" = 100'



31 113
COLUMBIA RIVER TO SECT 12
COLUMBIA AND SUNDAY
SUNDAY PLANK
Professional Engineer
Columbia River to Sect 12
Columbia and Sunday
Sunday Plank

Scale 1" = 100'

T.9N, R.29E, W.M.

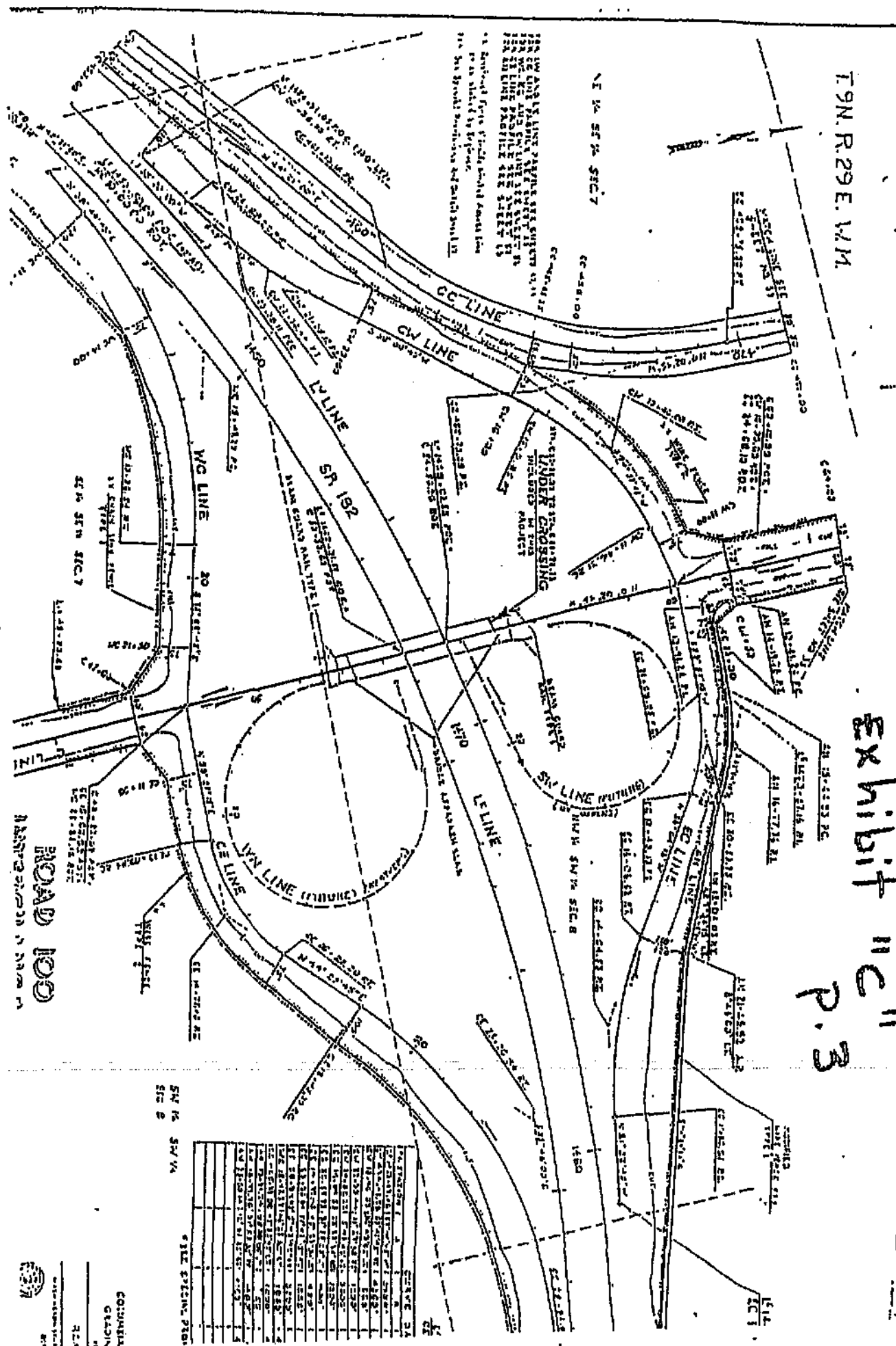
Exhibit "C"
P.2

Scale 1" = 100'

0272 PAGE 541

474776

474776

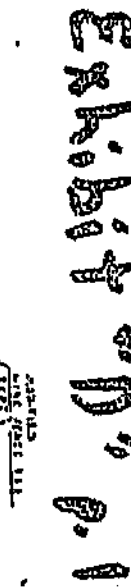


T9N R29E W4M

Exhibit "C"
P. 3

Vol 0272 PAGE 542


474776



Vol 0272 Page 543

474778

474778



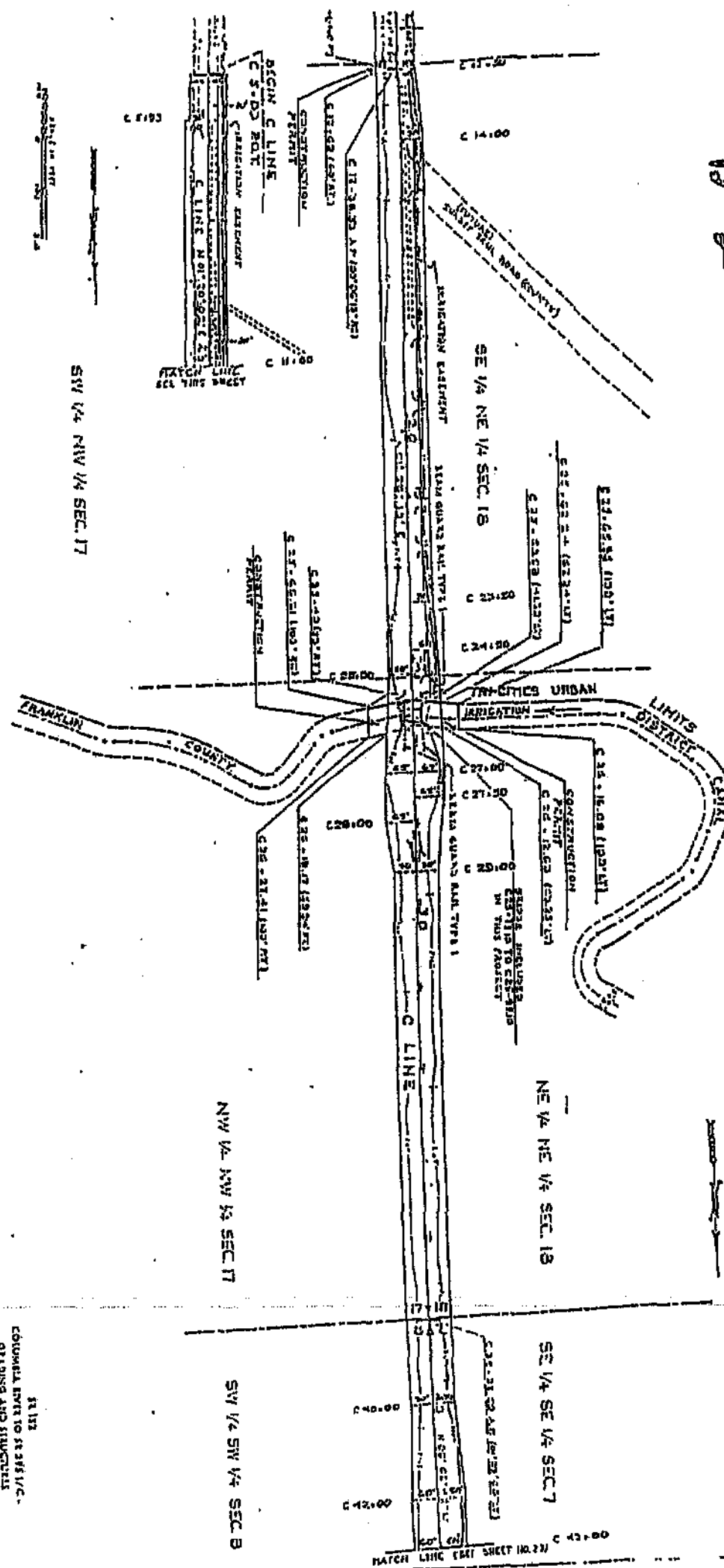
T. 9N. R. 29E. W. M.

1272 page 544

474776

May 10, 2006

EXHIBIT 5



5

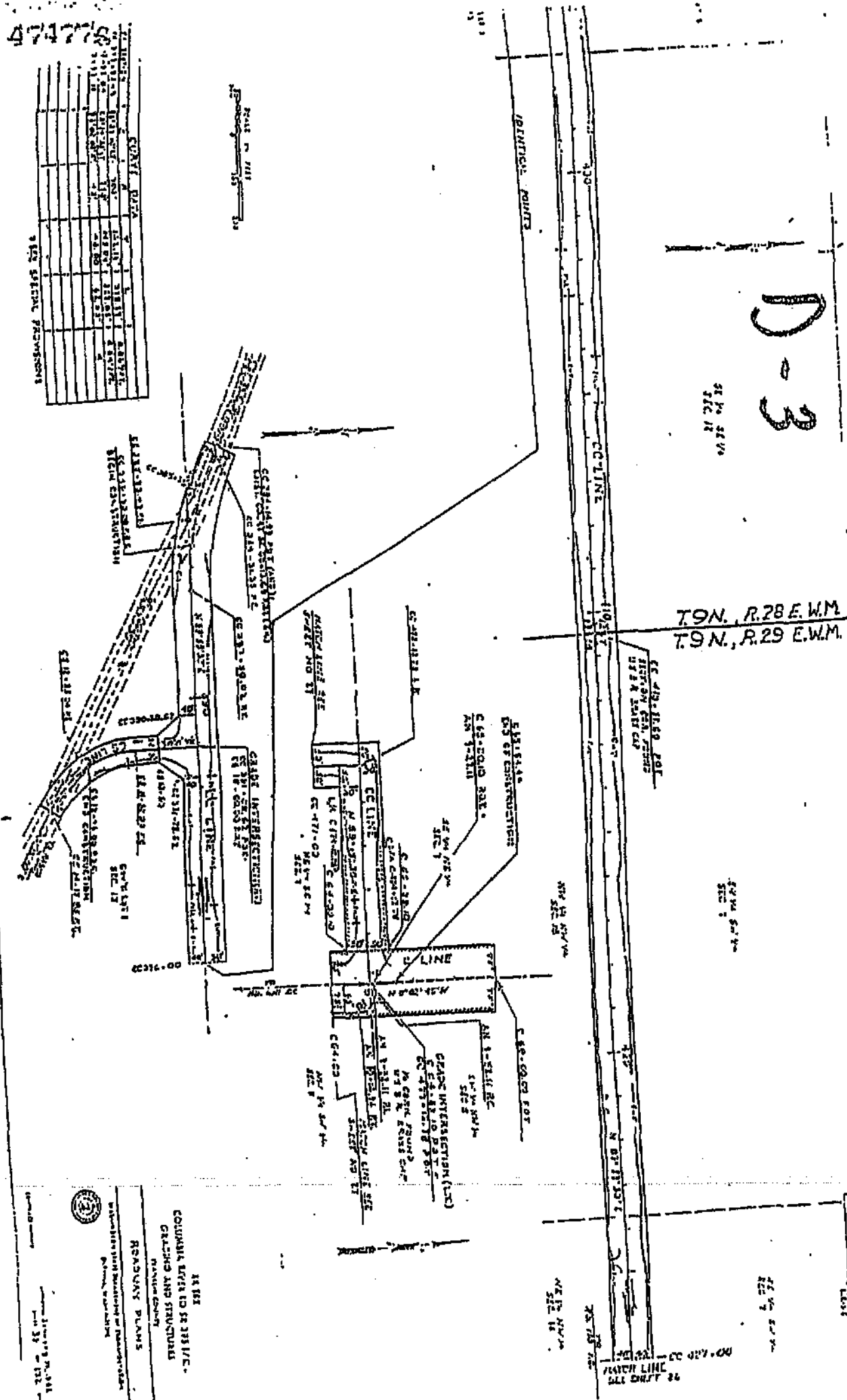
T.9N., R.28 E. W.M.
T.9N., R.29 E.W.M.

0272 PAGE 545

474776

EXHIBIT 5

May 10, 2006



*Can't properly
for suit, Restatement, etc*

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

QUITCLAIM DEED

RECORDED

93 OCT -4 P1:41

502470

FR: *Restatement*

COPY

THE GRANTOR STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of \$200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under D.C.W.28.45
Treasurer, Franklin Co.

OCT - 4 1993

502470

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975, under Application No. CR 3089 for an indefinite term.
3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935, under Application No. CR 1537 for an indefinite term.
4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990, under Application No. 48469 for an indefinite term.
5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982, under Application No. SR-1194 for an indefinite term.
6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987, under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties, dated February 28, 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 23RD day
of SEPTEMBER, 19 93



Mike Zorn
GOVERNOR
Attest: Donald F. Moring, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30
day of July, 19 93.
James Schwartz
Assistant Attorney General

Deed No. 26448

State Record of Deeds, Volume 13, Page 160

App. No. 52852

c:\bsale\qed\52852.qcd

502470

May 10, 2006

EXHIBIT 5

15-55
PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY
Post Office Box 2407 Pecos, Washington 99302-2407

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

For good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to erect upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

RECORDED AT THE
REQUEST OF
CHICAGO TITLE INSURANCE

SEE ATTACHED LEGAL DESCRIPTION
Feb 23 3 15 PM '95
518429

2004 E. LEONARD
FRANKLIN COUNTY AUDITOR
DEPUTY
MAY 16 2 00 PM '95

CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances including, but not limited to, above and below ground equipment and construction, easements, underground conduits and wires, and other appurtenances, and to cut and trim trees and shrubbery that may interfere with or obstruct the operation and maintenance of said lines or systems.

The Grantor shall not construct facilities on or use the above described land as a warehouse which would interfere with the operation of the above described facilities, and the Grantor shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of construction, operation, and maintaining the power lines on the above described lands.

All rights heretofore shall cease with the present, by operation of law, and the Grantor shall be liable for any damages caused by the Grantor in the exercise of the right hereby granted.

Witness my hand and seal of office this 15th day of January, 1995.
Neva Corkrum, Chair

STATE OF WASHINGTON }
County of Franklin }

On this 15th day of January, 1995, I certify that I know or have satisfactory evidence that

Neva Corkrum personally appeared before me, and said individual

acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing

instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenry, Notary Public
in and for the State of Washington residing at Pecos, Washington
My appointment expires 5-9-98



518429

518429

Y0L0364 P80264

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodde Drive,
from Conventio(n) Place to Road 68

A portion of the Northeast one-quarter of Section 15 and the Northwest one-quarter of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:
Beginning at the northeast corner of said section 15, also being the northwest corner of said section 15; thence S 88° 21' 34" E, 40.00 feet; thence S 1° 38' 28" W, 432.50 feet to the TRUE POINT OF BEGINNING for the centerline description; thence N 88° 21' 34" W, 421.80 feet to a point hereinafter referred to as POINT A; thence continuing the N 88° 21' 34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 289.03 feet along the arc of said curve, through a central angle of 14° 39' 39"; thence S 78° 56' 47" W, 23.81 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The side lines of said 15.00 foot strip of land being colinear at the east end with the easterly right-of-way line of Conventio(n) Place, and at the west end with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:
BEGINNING at the aforementioned POINT A; thence S 1° 38' 28" W, 87.50 feet to the terminus of this centerline description. The side lines of said 15.00 foot strip of land being colinear at the north end with the southerly right-of-way line of Rodde Drive, and at the south end with the southerly right-of-way line of Rodde Drive.

EXHIBIT 5

May 10, 2006

552995

VOL 52 PG 333
RECORDED AT THE
REQUEST OF
BENTON-FRANKLIN TITLE CO.

MAY 29 3 38 PM '98

552995

FRANKLIN COUNTY
DEPUTY CLERK
MAIL ROOM

BENTON-FRANKLIN TITLE CO.

Return Address William Davis
Name Leavy, Schultz, Davis & Fearing
Address 2415 W. Falls Ave.
City, State Zip Kennewick, WA 99336

BENTON-FRANKLIN TITLE CO.

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

F-13498-A/EN-13945

22.00

1. Declaration of Protective Covenants and Restrictions
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

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

1. County of Franklin
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

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

1. Public
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1, 3, 4, 5, 6 and 7 Binding Site Plan 98-5
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number 117-490-047, 117-490-056,
117-390-027, 117-380-022

Additional legal is on page _____ of document.

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

VOL 452 PG 334

552995

**DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS**

VOL0452 P60335

552995

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

**ARTICLE I
RECITALS**

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

- A. Promote, encourage and maintain an integrated "community" concept;
- B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;
- C. Assure adequate and reasonably consistent development of the property;
- D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;
- E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and
- F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

**ARTICLE II
DEFINITIONS****2.1 Definition of Terms.**

- A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

VOL 0452 PG 0336
552995

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

VOL 0452 PG 0337
552995

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

VOL 0452 PG 0338
552995

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contact to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

010452 P60339
552995

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in storm water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

VOLO 452 P60340
552995

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

VOL 0452 PG 0341
552995

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars (\$250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars (\$100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

VOL0452 P60342

552995

ARTICLE VII ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

Y0L0452 P60343
552995

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes its address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

VOL 0452 PG 0344
552995

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

VOL0452 P60345

552995

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

VOL 0452 PG 0346
552995

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: Neva J. Corkrum

By: Sue Miller

By: Frank H. Brock

STATE OF WASHINGTON)
)ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 8th day of March, 1998.

Hazel Hanson
Notary Public in and for the
State of Washington,
residing at Gasco
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 4/19/99

VOL 452 PG 347
552995

EXHIBIT A

Lots 1, 3, 4, 5, 6 and 7 as delineated on Binding Site
Plan 98-5 recorded May 11, 1998 under Auditor's File
No. 552295, records of Franklin County, Washington.

16-9-29

nene ine
11.73

15-9-29

NW



1563139
Page: 1 of 18
03/08/1999 08:24
Franklin Co., WA

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS
PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and
Restrictions regarding TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly
described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants,
restrictions, and reservations set forth in the attached Declaration of Protective Covenants and
Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of
said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the
Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County
Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and
Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock
Frank H. Brock, Chair

Neva J. Corkrum
Neva J. Corkrum, Member

Sue Miller
Sue Miller, Member

Lois M. Wood
Clerk of the Board

Approved as to form:

By: *Lois M. Wood*
Lois M. Wood
Deputy Prosecuting Attorney



1563139
Page: 2 of 18
03/08/1999 08:24
Franklin Co., WA

EXHIBIT A

The following described real property (property) includes
Tracts 1, 2, 3 and 4 together with all roads contiguous to said
Tracts of land. Said real estate is described as follows:

TRACT 1. A parcel of land situated in the Northeast quarter of the
Northeast quarter of Section 16, Township 9 North, Range 29 East,
W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence
South 01°27'05" West, along the East line of said Northeast quarter
a distance of 80.34 feet; thence North 88°32'55" West, a distance
of 40.27 feet to the Westerly margin of Convention Place Road and
being the True Point of Beginning; thence South 01°38'26" West,
along said Westerly margin a distance of 339.53 feet to a point of
curve; thence along a curve to the right having a central angle of
90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet
a point of tangent and being on the Northerly margin of Rodeo
Drive; thence North 88°21'34" West, along said Northerly margin a
distance of 611.30 feet to a point of curve; thence along a curve
to the left having a central angle of 14°53'21", a radius of
1040.00 feet and an arc distance of 270.26 feet to a point of
reverse curve; thence along a curve to the right having a central
angle of 89°29'45", a radius of 20.00 feet and an arc distance of
11.24 to a point of tangent and being on the Easterly right of way
margin of Road 68; thence North 13°45'10" West, along said Easterly
margin a distance of 277.20 feet; thence South 75°59'25" West, a
distance of 45.00 feet; thence North 14°00'29" West, and continuing
along said Easterly margin a distance of 98.78 feet to a point of
curve; thence along a curve to the right having a central angle of
104°15'57", a radius of 20.00 feet and an arc distance of 36.40
feet to a point of tangent and being on the Southerly right of way
margin of Burden Road; thence South 89°44'32" East, along said
Southerly margin a distance of 1027.55 feet to a point of curve;
thence along a curve to the right having a central angle of
91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet
to the True Point of Beginning. (Also known as Tract 1 of Survey
No. 523124)

TRACT 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:

Exhibit A - 1

03-99



1563139
Page: 4 of 16
02/06/2006 02:30
Franklin Co, WA

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place Road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

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 South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet to the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 19°12'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-described parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

Exhibit A - 3

03-99



1563139
Page: 3 of 16
02/06/2006 02:30
Franklin Co, WA

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; thence North 53°32'31" West a distance of 12.11 feet; thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

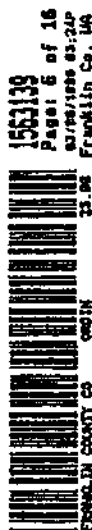
TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05" West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve; thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 503.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

Exhibit A - 2

03-99



subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

- Promote, encourage and maintain an integrated "community" concept;
- Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;
- Assure adequate and reasonably consistent development of the property;
- Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;
- Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and
- Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99



1553139
Page: 6 of 16
03/08/2006 09:24
Franklin Co., VA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in solitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, movable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99



1553139
Page: 7 of 16
03/08/2006 09:24
Franklin Co., VA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage. Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99



C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complementary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in storm water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built



upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

03-99



ARTICLE VII ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions herein; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions herein, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99



6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars (\$250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars (\$100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99



7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefor. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.



days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

- A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;
- B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or
- C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

03-99

03-99